

City Council Meeting Notice February 2022

The meeting of the City Council will be held in-person in the City Council Chambers on the 3rd Floor of City Hall.

Members of the public, if you plan to attend the meeting of the City Council, please take note of the following policies:

1. **Masks:** The City of Danbury requires all individuals to wear masks in municipal buildings.
2. **Sign-in:** For the public health and safety of our staff and visitors, we ask that you sign-in with the front desk security guard before entering the meeting. Signing-in is not mandated for public meetings, but is voluntary and appreciated.
3. **Seating:** We ask that you keep a safe distance from others who are not in your party. Please leave at least one seat between yourself and other attendees.
4. **Public Speaking:** Danbury residents and/or taxpayers will have an opportunity to participate in the public speaking portion of the meeting.

A live stream for **viewing only** will be available during this meeting. Please check the City Calendar at the start of the meeting for a live link.

Thank you & stay safe!

CITY COUNCIL MEETING – February 1, 2022

The meeting will be called to order at 7:30 P.M.

PLEDGE OF ALLEGIANCE & PRAYER

ROLL CALL

Buzaid, Cavo, Eriquez, Knapp, Levy, DiGilio, Rotello, Visconti
Esposito, Halas, Stanley, Fox, Masi, Palma, Henry, Britton,
Santos, Perkins, Chianese, Cammisa and Molinaro

_____ **PRESENT** _____ **ABSENT**

PUBLIC SPEAKING

MINUTES - Minutes of the Council Meeting held January 6, 2022

CONSENT CALENDAR

AGENDA

1. COMMUNICATION – Promotion – Police Department – Detective – Stabile
2. COMMUNICATION – Promotion – Police Department – Detective – Buonocore
3. COMMUNICATION – Promotion – Police Department – Detective – Russotti
4. COMMUNICATION – Promotion – Police Department – Sergeant – Rodriguez
5. COMMUNICATION – Promotion – Police Department – Sergeant – Relyea
6. COMMUNICATION – 2022 Decennial Reapportionment
7. COMMUNICATION – Danbury Career Academy - Amended Bond Issuance and Funding Authorization/ Ordinance Adoption
8. COMMUNICATION – Danbury Career Academy ("DCA") - Appropriations & Related Matters
9. COMMUNICATION – Danbury Career Academy ("DCA") – Purchase and Sale Agreement SC Ridge Condominium Unit(s)
10. COMMUNICATION – Approval - Collective Bargaining Agreement – Teamsters 677
11. COMMUNICATION – Request for Reprogramming of Funds – Hazard and Flood Mitigation
12. COMMUNICATION – Tax "Freeze" Program for Elderly Homeowners
13. COMMUNICATION – Sewer Line Easement – Danbury Airport
14. COMMUNICATION – State Mandated Parking Requirements

- 15. COMMUNICATION - Appointment of Civilian Parking Violation Enforcement Officers
- 16. RESOLUTION - PCLB Foundation Grant - Elderly Services
- 17. RESOLUTION - Refunding of General Obligation Bonds
- 18. RESOLUTION - Authorization for Lease Financing - Fire Apparatus
- 19. RESOLUTION - Certification of Funds - Hoyle Tanner & Associates (HTA)
Danbury Airport
- 20. RESOLUTION - Memorandum of Understanding - Salvation Army
- 21. REPORT - Public Hearing - Disposition of City Property - 3 Post Office Street
- 22. AD HOC REPORT - Acceptance of Road - Corner Pond Road
- DEPARTMENT REPORTS - Police, Fire, Health-Housing & Welfare, Public Works, Permit
Center, UNIT, Elderly, Library, Dream Homes
- 23. EXECUTIVE SESSION - Discussion of Settlement
- ADJOURNMENT

Copies of Agenda Items are available in the Legislative Assistant's Office



CITY OF DANBURY
OFFICE OF THE MAYOR
DANBURY, CONNECTICUT 06810
www.danbury-ct.gov

DEAN E. ESPOSITO
MAYOR

(203) 797-4511
FAX (203) 796-1666
d.esposito@danbury-ct.gov

January 24, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Officer Michelle Stabile to the position of Police Detective in the Danbury Police Department.

Officer Stabile began her career with the Danbury Police Department on March 30, 2012. She has proven her dedication to the Department by serving as a Field Training Officer and part-time Evidence Technician. Additionally, she is a Certified EMT. Officer Stabile has received several awards for her exceptional teamwork and proactive police work, including: the Exceptional Police Service Award in 2019; Unit Citations in 2017 and 2013; and a Meritorious Citation in 2014.

Officer Stabile has achieved the rank of number One (1) on the current Police Detective Eligibility List.

As the above summary of accomplishments demonstrates, this is a very well deserved promotion. I am certain that Officer Stabile will continue to be a tremendous asset to the department and the community in this new role. I am proud and honored to submit her confirmation for promotion.

Sincerely,

Dean E. Esposito
Mayor



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January 24, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Officer Christina Buonocore to the position of Police Detective in the Danbury Police Department.

Officer Buonocore began her career with the Danbury Police Department on March 30, 2012. She earned her Master's Degree in Forensic Science from the University of New Haven and a Bachelor's Degree in Criminal Justice from Temple University in Philadelphia, PA. She has demonstrated her exceptional talent and contributed to the department by serving in many different roles, including but not limited to: Field Training Officer; Peer Support Officer; part-time Evidence Technician; and Property Clerk. Officer Buonocore has received several letters of appreciation and commendation throughout her career.

Officer Buonocore has achieved the rank of number two (2) on the current Police Detective Eligibility List.

Officer Buonocore's dedication and commitment to the community will serve her well in this role. I am proud and honored to submit her confirmation for promotion.

Sincerely,

Dean E. Esposito
Mayor



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January 24, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Officer Michael Russotti to the position of Police Detective in the Danbury Police Department.

Officer Russotti began his career with the Danbury Police Department on December 22, 2014. Officer Russotti earned a Bachelor's degree in Justice and Law from Western Connecticut State University. Additionally, he was the recipient of the Samuel J Luciano Award for graduating at the top of his class at the CT POST Academy. Officer Russotti has been a dedicated and contributing member to the Department through his many roles, including: Crisis Intervention Officer Intermediate; part-time Evidence Technician; Police Diver Intermediate, Peer Support Officer and Rifle/Breach Kit Officer. Furthermore, he has received several letters of appreciation for his service to the community throughout his career.

Officer Russotti has achieved the rank of number three (3) on the current Police Detective Eligibility List.

As the above summary of Officer Russotti's career highlights demonstrate, he is a highly qualified and skilled individual who will continue to be a tremendous asset to the department and the community in this new role. I am proud and honored to submit his confirmation for promotion.

Sincerely,

Dean E. Esposito
Mayor



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January 24, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the following appointment and promotion of Police Officer Hector Rodriguez to the position of Police Sergeant within the Danbury Police Department.

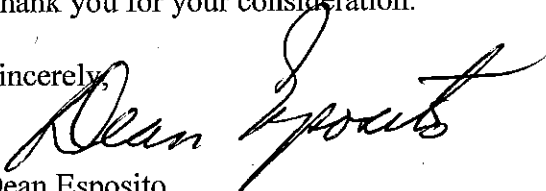
Officer Rodriguez began his career with the Danbury Police Department on April 4, 2008. Prior to joining the Danbury Police Department, he was a New York City Police Officer and he served in the United States Army as a Combat Engineer (Specialist, E-4). Officer Rodriguez has demonstrated his dedication to the Department in multiple ways such as becoming a member of the Honor Guard and continuously providing his expertise in translation services. Officer Rodriguez has received numerous awards, letters of appreciation and citations for his heroic and dedicated service including but not limited to: The Exceptional Police Service Award in 2015, 2012 and 2009; and a Medal of Meritorious Services in 2008.

Officer Rodriguez has achieved the rank of number one (1) on the current Police Sergeant Eligibility list.

It is quite evident that this Officer is a highly qualified and skilled individual who will continue to be a tremendous asset to the Danbury Police Department and to the citizens of Danbury. I am proud and honored to submit his confirmation for promotion.

Thank you for your consideration.

Sincerely,


Dean Esposito
Mayor



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January 24, 2022

Honorable Members of the City Council
City of Danbury

Dear Council Members:

I hereby submit for your confirmation the appointment and promotion of Police Officer Alexander Relyea to the position of Police Sergeant in the Danbury Police Department.

Officer Relyea began his career with the Danbury Police Department on August 6, 2014. Officer Relyea holds a Bachelor's degree from the University of Rhode Island and prior to serving the Danbury Police Department, he was a Police Officer with the town of New Milford, CT. Officer Relyea has contributed to the department through roles he has served in Community Affairs and the K-9 Unit.

Officer Relyea has received numerous letters of appreciation and commendation for going above and beyond his role as a Police Officer, such as a Meritorious Citation in March 2015 and a Unit Citation in 2017. Additionally, he has achieved the rank of number two (2) on the current Police Sergeant Eligibility list.

Officer Relyea's many accomplishments and contributions speak to his dedication to the Department and City for which he serves. I am proud and honored to submit his confirmation for promotion.

Thank you for your consideration.

Sincerely,

Dean E. Esposito
Mayor



CITY OF DANBURY

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155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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January 20, 2022

Hon. Members of the City Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Decennial Reapportionment / 2022

Dear Council Members:

Section 2-4 of the City Charter requires that every ten years you must adopt a plan to alter the boundaries of the various wards so as to make all wards substantially equal in population. In order to develop this Plan, the Charter provides for the designation of a Reapportionment Advisory Commission ("RAC") not later than February 15th, and whose task it is to consider the issues and present a proposed plan of reapportionment back to you for consideration. The Plan must be based upon the population figures as reported in the most recent (2020) census.

The RAC consists of five (5) members, all of whom must be electors (residents) of the City. Two (2) of the members are to be appointed by the Council Majority leader and two (2) members by the Minority leader. Those four (4) members are then required to unanimously select a fifth member within 30 days of the members' appointments.

Based on the foregoing, I hereby initiate the establishment of the RAC in accordance with said Charter, with the membership thereof consisting of individuals as selected in the manner referenced. Upon receipt of this letter, you should discharge those selection duties to the majority and minority leaders, so they can begin their work as soon as possible.

Therefore, the first step is for you, on February 1, 2022, to receive this communication and refer to the Majority and Minority Leaders for appointments to the RAC as set forth in the Charter provisions, by February 15, 2022.

RAC deliberations must be completed, and the proposed Plan submitted to the Council on or before September 30, 2022. The Council must then consider the Plan in the same fashion as it would an ordinance, adopting a final Plan on or before March 1, 2023.

If you have any questions, please contact my office.

Sincerely,

Dean Esposito
Mayor



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January 26, 2022

Honorable City Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Amended Bond Issuance and Funding Authorization/Ordinance Adoption

Dear Council Members,

This letter is to notify you that you will soon be receiving documents from Bond Counsel regarding amended previously approved bond authorization for the Danbury Career Academy.

Since approval of the original bond authorization and funding in April 2021, several significant events have occurred resulting in a substantive increase in the cost of the project.

The reasons are as follows:

- Original estimate of \$99 million was for a turnkey purchase. Special legislation as written which made this project a Public Works project with a different delivery method. The \$99 million was never adjusted for this change.
- Inclusion of prevailing wages, CHRO and DSA requirements increased the original project costs.
- COVID-19 related construction impacts are significant and impacted labor and cost of materials.
- Inflation is at the highest it has been in years, which has created a significant cost increase to the project.
- Detailed educational specifications were finally finished and approved by the Board of Education. The current pricing reflects educational specification and space needs along with specialty curriculum requirements that were not previously included.
- The currently completed 30% design drawings have given us more detailed information resulting in more accurate project estimates.

As a result of the above, the anticipated cost of the Danbury Career Academy has increased from \$99 million to \$144.5 million, which requires your consideration at this time. Our goal is to work with our state legislators to amend the original legislation allowing for reimbursement for a higher project cost with an 80% reimbursement back to the City, estimated at \$115.6 million.

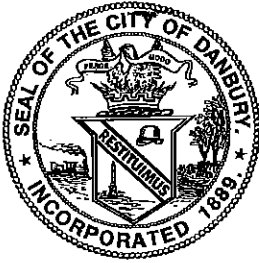
Despite the increase in cost, this is the most cost-effective solution to taxpayers that will address Danbury's student enrollment growth, enhance property values, and provide students with a unique opportunity combining classroom learning with hands-on career experience for years to come.

Please feel free to contact me should you require any further information.

Sincerely,

A handwritten signature in black ink, reading "Dean Esposito". The signature is written in a cursive, flowing style with a large initial 'D'.

Dean Esposito
Mayor



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT CITY COUNCIL

A.D. 2022

Be it ordained by the City Council of the City of Danbury:

ORDINANCE AMENDING AN ORDINANCE APPROPRIATING \$99,000,000 FOR THE PURCHASE OF REAL PROPERTY INCLUDING COMMON INTEREST COMMUNITY UNITS AND DEVELOPMENT RIGHTS FOR AND THE PLANNING, DESIGN, ACQUISITION, CONSTRUCTION, EQUIPPING AND FURNISHING OF A NEW GRADES 6-12 DANBURY CAREER ACADEMY SCHOOL AND AUTHORIZING THE ISSUANCE OF \$99,000,000 BONDS OF THE CITY TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

RESOLVED:

Section 1. Section 1 of the ordinance entitled "An Ordinance Appropriating \$99,000,000 For The Purchase Of Real Property Including Common Interest Community Units And Development Rights For And The Planning, Design, Acquisition, Construction, Equipping And Furnishing Of A New Grades 6-12 Danbury Career Academy School And Authorizing The Issuance Of \$99,000,000 Bonds Of The City To Meet Said Appropriation And Pending The Issuance Thereof The Making Of Temporary Borrowings For Such Purpose" adopted by the City Council on April 19, 2021 (the "Ordinance"), is hereby amended by increasing the appropriation and bond authorization therein by \$45,500,000 from \$99,000,000 to \$144,500,000, thereby making said Section read as follows:

"Section 1. The sum of \$144,500,000 (\$2,400,000 of which shall be transferred from the SNAPP 2020 School Ordinance as set forth in Section 2(a) below) is appropriated for the planning, design, acquisition, construction, equipping and furnishing of a new grades 6-12 Danbury Career Academy School within the City of Danbury, Connecticut (the "City"), including but not limited to: (i) the purchase of a unit or units comprising up to two-hundred and fifty thousand (250,000) square feet and to retrofit the existing space and the ground level area of the existing units for educational use in an existing commercial building that will be a common interest community (condominium) (ii) the planning, design, acquisition, construction, equipping and furnishing of classrooms, cafeteria, offices, bathrooms and ancillary spaces within said condominium units, including but not limited to the installation of utilities, HVAC, mechanical, plumbing, electrical and communication systems; and (iii) the purchase of development rights within the common interest community (condominium) covering up to five (5) acres for the purpose of the planning, design, acquisition, construction, equipping and furnishing of up to approximately 65,000 square feet of multi-purpose building additions to the proposed school to be located at 100 Reserve Road in the City for various uses, including without limitation, a gymnasium, lobby, security checkpoint and associated spaces; and related engineering, architect, permitting, advisory, technical support services, construction administration services, and governmental fees and expenses and printing, legal and financing costs related thereto (collectively, the "Project"). Said appropriation for the Project to be inclusive of any and all State and Federal grants-in-aid thereof."

Section 2. The first sentence of Section 2(b) of the Ordinance is hereby amended by substituting the figure \$142,100,000 for the figure \$96,600,000, thereby making said sentence read as follows:

"Section 2. To meet said appropriation:

(b) \$142,100,000 additional bonds of the City or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the maximum maturity permitted by the General Statutes of Connecticut, Revision of 1958, as amended from time to time (the "Connecticut General Statutes")."

Section 3. Section 6 of the Ordinance shall be applicable to the appropriation and bond authorization added by this amendment, as of the date of the adoption of such amendment.

Section 4. This ordinance shall become effective upon its approval at a Special City Meeting called by the Mayor for such purpose pursuant to the Charter of the City of Danbury.



CITY OF DANBURY

OFFICE OF THE MAYOR
155 DEER HILL AVENUE

DEAN ESPOSITO
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January 26, 2022

Honorable City Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: DANBURY CAREER ACADEMY ("DCA") – APPROPRIATIONS & RELATED MATTERS

Dear Council Members,

We are seeking appropriation authorization for funds for:

- Up to \$4 million in design services for the complete Danbury Career Academy design and plans
- A \$190,000 deposit to go toward purchase of the Danbury Career Academy building
- Authority to negotiate and enter into and execute an appropriate real estate purchase and sale contract between the City, and SC RIDGE OWNER, LLC, the current owner of the real property upon which the DCA will be constructed, at a purchase price of \$19,000,000.00.

Certification by the Director of Finance will be available for these purposes.

The real estate purchase and sale contract currently being negotiated by the Office of the Corporation Counsel and by outside counsel will contain numerous contingencies in favor of the City, all of which contingencies would have to be satisfied in favor of the City in order for the City to be permanently bound by the said contract, including but not limited to title contingency, various finance contingencies (e.g., a requirement that the City receive all necessary or appropriate local and state financing approvals including bonding approvals, City Council approvals, Referendum Appropriation and Bonding Approval, provisions rendering the contract subject to the successful negotiation of associated contracts, primarily the design-build contract for the construction of the DAC, a contingency giving the City the right to choose the prime contractor, etc.

Your authorization of these expenditures will allow us to stay on our original schedule to ensure our children attend the Danbury Career Academy for the 2024 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Dean Esposito". The signature is fluid and cursive, with a large, stylized initial "D".

Dean Esposito
Mayor



CITY OF DANBURY

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January 26, 2022

Honorable City Council
155 Deer Hill Avenue
Danbury, CT 06810

Re: Danbury Career Academy ("DCA") Purchase and Sale Agreement SC Ridge Condominium Unit(s)

Dear Council Members,

In order to proceed and fulfill the negotiation, acquisition and final conditional elements of the ongoing transaction to build the DCA by 2024, we seek your authorization at this time to negotiate to execution a conditional Purchase and Sale Agreement.

This Agreement will encompass the various components of the proposed transaction, including but not limited to the sale of pods and property as well as development rights from SC Ridge to Danbury.

Kindly consider this matter favorably at your early opportunity.

Sincerely,

Dean Esposito
Mayor



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January 24, 2022

TO: Members of the City Council

FROM: Dean Esposito, Mayor

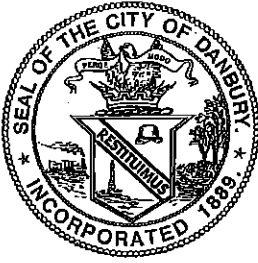
RE: Approval for Funding Pension Provisions in the Collective Bargaining Agreement between the Danbury Board of Education and the Teamsters Local Union No. 677 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America for School Lunch Personnel ("Union") dated July 1, 2021 to June 30, 2024.

I am pleased to present to the Council, with my endorsement, an Agreement between the Board of Education and the Union ("Agreement") which includes provisions governing the School Lunch employees' participation in the City's pension plans. Eligible School Lunch employees have historically participated in the City's pension plan. With this Agreement, they will contribute to the City's pension plans as follows:

- Effective July 1, 2021, School Lunch employees participating in Danbury's General Employees' Pension Plan ("GEPP") will contribute 1% into the GEPP; effective July 1, 2022, School Lunch employees will contribute 1.5% into the GEPP; and July 1, 2023, School Lunch employees will contribute 2% into the GEPP.
- New eligible School Lunch employees hired on or after July 1, 2022 shall participate in the City's Defined Contribution Plan with a 3% employee contribution and a 3% contribution by the City.

A copy of the pension provision in the Agreement is attached. A copy of the entire Agreement is on file in the Legislative Assistant's Office. The City's Director of Finance is available to answer questions about the costs necessary to fund the pension provision of the Agreement.

I encourage your support in voting to fund the pension provision of the Agreement.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the Danbury Board of Education ("Board") and the Teamsters Local Union No. 677 International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America for School Lunch Personnel ("Union") negotiated a successor collective bargaining agreement for the period July 1, 2021 through June 30, 2024, which includes provisions negotiated by the City of Danbury ("City") relating to the City's pension plan; and

WHEREAS, current eligible School Lunch members of the Union are participants in the City's General Employees' Pension Plan ("GEPP"); and

WHEREAS, the City has negotiated contributions from current School Lunch members of the Union in the amount of 1% of base salary into the GEPP effective July 1, 2021; effective July 1, 2022, School Lunch members will contribute 1.5% into the GEPP; and July 1, 2023, School Lunch members will contribute 2% into the GEPP; and

WHEREAS, eligible School Lunch members of the Union hired on or after July 1, 2022 shall participate in the City's Defined Contribution Plan with a contribution of 3% of base salary on an annual basis with the City contributing 3% on an annual basis; and

WHEREAS, the City seeks the necessary approval for the Council to appropriate such funds necessary to implement the City's 3% contribution for the benefit of the members who will participate in the Defined Contribution Plan for the period July 1, 2022 and ongoing, or until such time as such contribution is amended through collective bargaining.

NOW THEREFORE, BE IT RESOLVED THAT the City through its City Council, hereby authorizes Mayor Dean Esposito to sign any documents necessary to effectuate such funding and to execute on behalf of the City of Danbury all documents, contracts, letters, agreements or amendments, and to take all actions necessary to effectuate the purposes hereof.



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810-7769

DAVID ST. HILAIRE
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Mayor Dean Esposito via City Council

FROM: David St. Hilaire, Director of Finance *D ST*

DATE: January 23, 2022

CERTIFICATION

SUBJECT: Certification of Funds
Employment Related Matters – Collective Bargaining Agreement (FY22 – FY24)
Teamsters Local Union No. 677 (School Lunch Employees)

Pursuant to the City Council Agenda for Employment Related Matters – BOE Teamsters Local Union No. 677 (School Lunch Employees), I hereby certify that the necessary funding in the future will be included within the City's annual BOE allocation for the required matching funds for eligible employees hired on or after July 1, 2022 (new hires).

The impact to the City's pension plan as proposed in the Collective Bargaining Agreement (CBA) is as follows:

- **Eligible employees hired on or after July 1, 2022, can only participate in the Defined Contribution Plan.** There will be a required 3% contribution by the employee and a 3% match by the employer.
- **Defined Benefit Plan participants will be required to start making contributions as of July 1, 2021.** The City currently covers the entire costs of the defined benefit (GEPP – General Employees' Pension Plan) plan for the eligible BOE Teamsters Local Union No. 677 (School Lunch) employees. The proposed CBA contract will require existing plan participants to make a modest contribution of 1.0%, 1.5% and 2.0% in FY22, FY23 and FY24, respectively.

This bargaining unit has about 26 full-time employees with an annual payroll of approximately \$750,000 and very low annual staff turnover. Consequently, the required contributions from the defined benefit plan participants are projected to offset the costs associated with 3% match contribution from the employer. Please feel free to contact me should you require any additional information.

AGREEMENT**between****DANBURY BOARD OF EDUCATION****and****TEAMSTERS LOCAL UNION NO. 677****INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,****WAREHOUSEMEN AND HELPERS OF AMERICA****for****SCHOOL LUNCH PERSONNEL****July 1, 2021 – June 30, 2024**

THIS AGREEMENT IS MADE AND ENTERED INTO by and between the Danbury Board of Education (hereinafter referred to as the "Board") and Teamsters Local Union No. 677, an affiliate of the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA (hereinafter referred to as the "Union").

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ARTICLE I

RECOGNITION

The Board agrees to and does hereby recognize the Union as the exclusive representative of the School Lunch Employees, employed by the Danbury Board of Education, for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment.

ARTICLE II

BOARD'S RIGHTS

It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the City of Danbury in all its aspects, and all of said rights, responsibilities and prerogatives not specifically abridged, delegated or modified by this Agreement are retained by the Board and are not subject to grievance. Said rights, responsibilities and prerogatives shall include, but not be limited to, the following: To maintain public elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the City of Danbury; to give the children of Danbury as nearly equal advantages as may be practicable; to decide the need for school facilities and to determine the care, maintenance and operation of buildings, lands, apparatus and other property used for school purposes; to select and assign supervisory and administrative personnel; to discipline, hire, fire, suspend, dismiss, transfer, promote or demote any employee; to approve plans for school buildings; to prepare and submit budgets to the appropriate city boards and, in its sole discretion, expend monies appropriated by the city boards and, in its sole discretion, expend monies appropriated by the city for the maintenance of the schools and to make such transfers of funds within the appropriated budget as it shall deem desirable; to terminate its operation of a school lunch program totally or in favor of an independent contractor operating the program under the control of the school board; to employ, evaluate, assign and transfer school lunch personnel; to set rates of pay, wages, hours of employment or other conditions of employment.

ARTICLE III

UNION RIGHTS

A. Union Security

All present Employees of the bargaining unit who are members of the Union on the effective date of this agreement may remain members of the Union in good standing by the payment of their regular monthly dues on or before the last day of each month. All future Employees subsequently hired or transferred into the bargaining unit may become members of the Union in good standing by the payment of the required initiation fees and regular monthly dues of the Union on the thirty-first (31st) day of employment in the

bargaining unit. In addition to the dues required for membership pursuant to the Union's constitution, members of the Union shall also submit payment to the Union of Administrative dues in the amount of five cents (\$0.05) per hour for each hour worked, or paid, not to exceed two dollars (\$2.00) per week. This obligation commences on the 31st day following the employee's date of hire.

B. Dues Deductions

The Employer agrees to deduct from the pay of Employees covered by this Agreement the regular monthly dues and Initiation fees of the Local Union and agrees to remit to said Local Union all such deductions upon receipt of a written authorization form by the Employee and no deduction shall be made which is prohibited by applicable law, such deductions to be made from the second pay each month.

C. Stewards

1. Union Stewards shall be selected from among the Employees in the bargaining unit. The Union shall furnish the Employer with the names of its Stewards and shall notify the Employer of any and all changes.
2. The Union Steward shall have top seniority for as long as he remains Steward for the layoff purposes only.
3. Stewards will be paid for time spent; (a) in meetings requested by management which occur during the Steward's regular working hours (i.e. no pay will be deducted from the regular work day) and (b) for time spent in meetings requested by management which occur outside his or her working hours, or on days off. This subsection shall not apply to collective bargaining meetings.

D. Access to School Buildings

Authorized Representatives of the Union shall have access to school buildings and any other buildings where Employees subject to the terms of this Agreement are employed, during working hours, for the purpose of adjusting disputes, investigating working conditions and determining whether or not the terms of this Agreement are being adhered to. They shall report to the Principal's Office on arrival.

ARTICLE IV

CONDITIONS OF EMPLOYMENT

1. The work day and work week for all full time members of the unit shall be at least six (6) hours a day, and the normal work week shall be five consecutive days (Monday - Friday).

2. The work day for members of the unit not employed on a full time basis shall be determined by the Director of the School Lunch Program, subject to the approval of the Superintendent.
3. Regularly assigned members of the unit shall have a fixed starting and ending time and the time of Employees will not be changed without notice to the Union in advance, except in cases of emergency.
4. All members of the unit shall be entitled to an uninterrupted and unpaid lunch period not to exceed thirty (30) minutes. The thirty minutes are not to be a part of the work day.
5. A regular Employee from this unit shall be assigned whenever there are any outside functions such as lunches or dinners for any private group, except if the outside use of the facility is "school related."
6. Members required to attend classes or meetings for "In-Service Day" shall be compensated at their normal hourly wages.
7. All employees will be guaranteed four (4) hours of work or pay per diem if they report to work and are scheduled to work for four (4) or more hours on that day. If the employee is scheduled to work for fewer than four (4) hours, he/she will be paid for those scheduled hours.
8. As a condition of employment, each Site Manager is required to maintain a Food Protection Manager Certificate, or such equivalent certificate as required by the Connecticut Public Health Code and the City of Danbury Health Department in order to maintain an appropriate Qualified Food Operator (QFO) certification for the District's operation of the assigned food service site. The promotion to a Site Manager position is contingent upon the member meeting and maintaining the Certificate requirements as established by the City of Danbury Health Department and state authorities.

Each site is also required to schedule a second staff member who has a Food Protection Manager Certificate as described above. The parties acknowledge that the assignment of members to a particular site may be impacted by the availability of employees who possess the required certificate.

1. All bargaining unit members are eligible to take the course and examination required for a Food Protection Manager Certificate, as established by the National Registry of Food Safety Professionals (NRFSP). The District shall agree to pay the cost of two (2) certification examinations for each bargaining unit member.

2. Upon issuance and presentation of a Food Protection Manager Certificate, the member shall receive a \$25 payment.

ARTICLE V

HOLIDAYS

1. Employees working more than 3.5 hours/day for 5 days/week are authorized to be absent, with pay, for a total of thirteen (13) holidays each year. The Board shall notify the Stewards and the Business Representatives of the Union on or before the first day of the school year of the dates of twelve (12) scheduled holidays for that school year, which dates shall be set by the Board in accordance with the school calendar for students. The Board shall post the holiday schedule. The thirteenth (13) holiday shall be considered a floating holiday, to be used by the employee in his/her discretion during the academic year, provided that notice of such excused absence shall be given no less than 24 hours in advance to the HR Department. If twelve (12) holidays are not scheduled in a particular school year, eligible employees will receive pay equal to the difference between twelve (12) paid holidays and the actual number of scheduled holidays. In the event that the employee does not use the thirteenth (13) floating holiday during the course of the academic year, the employee shall receive pay at his/her regular rate for that day.
2. Part time employees working 3.5 hours/day are authorized to be absent, with pay, for a total of seven (7) holidays each year, which are designated as Christmas, New Years, one (1) additional floating holiday during the December break, Thanksgiving, Memorial Day, Veterans Day, and one additional holiday to be determined by the Superintendent of Schools.
3. All members of the unit shall receive a day's pay at their straight time daily rate of pay for the holidays listed above or the days celebrated as such, regardless of the day of the week upon which the holiday falls.
4. If absent the day before or after a holiday, the member will not be paid for the holiday. Exceptions are for known extended illness or a qualifying reason for personal leave.

ARTICLE VI

VACATIONS

- A. All Employees who work more than 3.5 hours/day for five days per week, who were in the employ of the Board prior to July 1, 1982, are entitled to paid vacations as follows:
 1. One (1) through five (5) years of service: one (1) week during the December school vacation period.

2. After five (5) years of service: two (2) weeks - one (1) week during the December school vacation period and the second week during the Spring school recess.
 3. In addition, after six (6) years of service: five (5) days of pay during the month of February.
 4. All vacations must be taken as earned.
- B. All Employees who work more than 3.5 hours/day for five days per week, who were hired after July 1, 1982, are entitled paid vacations as follows:
1. One (1) through five (5) years of service: one (1) week during the December school vacation period.
 2. After five (5) years of service: two (2) weeks - one (1) week during the December school vacation period and the second week during the Spring school recess.
 3. All vacations must be taken as earned.
 4. To be entitled to vacation under the provisions of B-2 above, the Employee must have passed the fifth anniversary of his or her date before the December 31st of the then current school year.
- C. Part time employees who work 3.5 hours/day for five days per week who have completed one (1) thru five (5) years of service will receive three (3) paid vacation days to be used during the December break. Such employees who have completed five (5) years of service shall receive five (5) paid vacation days, with two (2) days to be used during the December break and three (3) days to be used during the spring break.
- D. Pay for vacation will be at current scheduled hours or last year's average hours worked per day for full days worked, whichever is greater. In no case shall an employee who is on vacation be permitted to also work without the specific permission of the Director of Human Resources.

ARTICLE VII

AUTHORIZED ABSENCES

1. Leave of Absence
 - a. An Employee who has successfully completed the three-month probationary period may be granted a leave of absence if submitted in writing and approved by the Employer without loss of seniority rights. A leave of absence shall be understood to mean absence from work without pay or any other benefits subject to the provisions of the Family and

Medical Leave Act (FMLA). A leave requested by an Employee and approved by the Employer will be for an agreed period of time; but in no instance will the leave be for more than one year. During the period of absence, the Employee shall not engage in gainful employment. Upon return the Employee would regain the seniority he/she had prior to the commencement of leave, but approved leave shall not count as accrued time in obtaining longevity as defined in this Agreement.

- b. Upon return from a Leave of Absence, the Employee shall be allotted additional sick time, vacation time, personal days, and other similar benefits in an amount that is prorated to reflect the number of months of active employment remaining in the year. This provision shall not apply to those employees whose leave is covered by Connecticut's Workers' Compensation statutes.
- c. No later than thirty (30) days prior to the expiration of the approved Leave, the Employee shall provide written notice to the Director of Human Resources of his/her intent to return to active employment at the expiration of the Leave. Failure to provide timely written notice shall constitute a resignation of employment.

2. Sick Leave

- (a) Employees working more than 3.5 hours/day for 5 days/week shall be granted leave for personal illness in the amount of fifteen (15) days per year, cumulative to ninety (90) days, provided however that Employees who accumulated unused sick leave in excess of ninety (90) days prior to the effective date of this agreement will be permitted to use the accumulated leave but may not accumulate additional sick leave.

Employees working 3.5 hours/day or less shall be granted leave for personal illness in the amount of six (6) days per year, cumulative to forty five (45) days.

- (b) Sick leave shall be earned at the rate of one and one-half (1½) days per month.
- (c) Sick leave pay will be based on each Employee's daily rate of pay.
- (d) At the option of the Board or the Superintendent, a physician's excuse may be required of any Employee after four (4) consecutive days of sick leave. The Board also may require an examination of any Employee by a physician hired by the Board.
- (e) In each year of this Agreement, up to three (3) days of sick time may be used for immediate family members who are sick and need care.

3. Bereavement Leave

- (a) If explicitly reported, absence of a unit member due to the death of a wife, husband, parent, parent-in-law, child, brother, sister, step-child, grandparent, grandchild, brother-in-law, sister-in-law or member of the immediate household shall be permitted for up to five (5) days without loss of pay or deduction from sick leave or personal leave.
- (b) Subject to the conditions outlined in (A), one (1) day of absence shall be allowed for the death of an uncle, aunt, nephew, niece, and first cousin to attend services.

4. Personal Days

An employee who has successfully completed the three-month probationary period shall be entitled to take three (3) days of leave with pay for the conduct of matters of personal business.

An employee may use such personal days without stating a reason (a "no tell day") during each school year. Except in the case of emergency, such requests shall be made no less than 48 hours in advance. A request for personal leave for the day before or after the day immediately following a holiday, vacation, school recess, or professional day when schools are closed to students will be considered only in an emergency for cause shown to the Director of Human Resources. Employees may request to use personal days in full day or half day increments only. Personal days shall not be denied due to staffing issues.

Personal days may be used by bargaining unit members in Danbury High School and the middle schools in the event that an emergency dismissal or an early dismissal for exams is implemented such that school lunch will not be served.

Requests to use personal days consecutively to floating holidays will be granted only upon emergency circumstances upon cause shown to the Director of Human Resources.

5. Perfect Attendance

For every 180 school days of perfect attendance without the use of a sick day, one personal day will be awarded the employee or one per diem paid to the employee at the employee's option during the next school year.

ARTICLE VIII

EMPLOYMENT PRACTICES

A. Seniority

- 1. Seniority for Employees governed by this Agreement shall be defined as the period of employment with the Employer in the work covered by this Agreement.

2. System-wide seniority and qualifications shall apply in all cases involving lay-off.
3. Seniority and qualifications within a given school shall apply with regard to any additional work available in that school.
4. All qualifications being equal, seniority shall prevail in any and all promotions. There shall be testing, if desirable, and said testing shall be by mutual agreement.
5. Seniority and qualifications shall apply:
 - (a) to work opportunity in the event of layoff;
 - (b) to recall to work after layoff.
6. Seniority shall be broken only by:
 - (a) discharge;
 - (b) resignation;
 - (c) unauthorized leave of absence for three (3) days or more without valid reason.

B. Vacancies

Any and all job vacancies must be posted immediately and filled as soon as possible. Each Steward will be given a copy of any job posting with a copy provided to the union Business Representative. Every effort shall be made to fill vacancies in a timely fashion. In the event that a position remains unfilled after four (4) weeks, the Human Resources Director or his/her designee shall notify the union steward in writing of the timeline for completion of the hire.

C. Transfers

1. Voluntary transfer
 - (a) upon application by Employee;
 - (b) within the procedures established in this Agreement relating to vacancies and how they shall be filled.
2. Involuntary transfer
 - (a) When involuntary transfers are necessary, length of service in the School Lunch Department shall be a factor in determining which person(s) shall be transferred.

- (b) Personnel being involuntarily transferred will be transferred only to comparable positions.
- (c) An involuntary transfer shall be made only after a meeting between the worker involved and the Director of the School Lunch Program, at which time the worker involved shall be notified of the reason for the transfer.
- (d) There shall be no loss of privilege or rights because of an involuntary transfer.
- (e) An involuntary transfer which involves two or more workers being shifted to comparable positions in new school units shall be effected only when necessary for the welfare of the program and only after consultation with the appropriate business representative of the Union.

D. Dismissal

1. The Employer may discharge Employees for any offense that the Employer deems of sufficient seriousness to warrant discharge, provided that all such discharges shall be for just cause and in accordance with the principles of progressive discipline.

All notices must be in writing, to Employee and Union.

2. All new Employees shall be hired on a ninety (90) work day trial basis and shall work under the provision of this Agreement. During this time they may be dismissed, without protest by the Union. After the ninety (90) work day trial period, they shall be placed on the seniority list as regular Employees in accordance with the date of active employment. For the purposes of this section, the term "work day" shall mean days actually worked by the Employee.

E. Temporary Assignments

1. Long Term Substitutes. The parties acknowledge that from time to time, it may become necessary for an employee to temporarily cover an absent employee as a "long term substitute" in a higher classification or with a higher rate of pay. The determination of when to designate an employee as a long term substitute shall be made in the sole discretion of the Director of Human Resources, to be done in consultation with the Union. An existing employee who covers for the position at a higher paid rate shall earn this higher rate for the scheduled hours that are actually worked. Sick time, personal days, holiday and vacation pay shall be allotted and paid at the employee's original rates.

2. Temporary Grant Funded Programs. If the District participates in a grant funded special food service program, such as the Fresh Fruit and Vegetable Program, certain employees may be designated to work the additional hours associated with the grant funded program. Those additional hours are temporary in nature, and therefore such hours are not intended to be combined with an employee's regularly scheduled number of hours so as to qualify that employee for additional benefits as outlined in the contract, such as personal days, sick days, holidays or vacation pay. Hours worked in a temporary grant funded program shall be logged on a separate timesheet.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Definition

For the purpose of this Agreement a grievance shall be defined as: "... any controversy, complaint, misunderstanding, or dispute concerning the interpretation or application of any provision of this Agreement."

B. Procedure

Any grievance arising between the Employer and the Union or an Employee represented by the Union, shall be settled in the following manner:

1. Level One

The aggrieved Employee or Employees must present the grievance in writing to the Steward and to the Employer (specifying the nature of the grievance and the section of the contract claimed to be violated) within five (5) working days of the knowledge of the alleged violation.

If a satisfactory adjustment is not effected with a representative of the Employer within six (6) working days, the Steward and Employee shall submit such written grievance to the Union's Business Representative.

2. Level Two

Within five (5) working days thereafter, the Business Representative will then take the matter up with a representative of the Employer with authority to act on such grievances and a decision therein must be given to the Business Representative within ten (10) working days. Any agreement settling the grievance shall be reduced to writing and signed by the parties.

In the event the Business Representative shall be of the opinion that an Employee's grievance is without merit, the Local Union shall not be required to process the matter any further and the Business Representative

shall so inform the employee filing the grievance and the Employer. There shall be no liability imposed thereby upon the Union or the Employer.

3. Level Three

If Steps 1 and 2 hereof have been complied with and a settlement of the grievance has not been effected, only the Employer or the Union may process the grievance to arbitration by submitting it to the American Arbitration Association, with a copy to the other party. The Board shall hear the grievance under its rules and regulations and its decision shall be final and binding upon the Employer, the Employee(s) and the Union.

ARTICLE X

HEALTH AND WELFARE BENEFITS

A. Accident and Health

1. Only those employees who are scheduled to work four (4) or more hours/day shall be eligible to receive health coverage for themselves as individuals or for themselves and their families in accordance with the terms of the Plan further described below.
2. Those employees who already have access to another Teamsters Local 677 Health Services and Insurance Plan shall be ineligible to participate in the School Lunch Health and Welfare Benefits Plan. All employees shall be asked annually to verify that he/she does not have access to another Teamsters Local 677 Health Services and Insurance Plan on a form provided by the Board of Education. The failure to tender such verification annually upon demand by the Superintendent or his designee may render such employee ineligible for participation in the Plan, which decision shall rest in the full discretion of the Superintendent or his designee.
3. The Employer agrees to make payments to the Teamsters Local 677 Health Services & Insurance Plan, 1871 Baldwin St., Waterbury, Conn. 06706, for only those members of the bargaining unit who elect to participate in the Teamsters Local 677 Health Services and Insurance Plan.
4. Commencing July 1, 2021, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of \$10.40 per hour for each hour figured to the nearest quarter hour for each such employee who elects coverage under this Agreement, up to a maximum of forty (40) hours, but not more than four hundred and sixteen dollars (\$416.00) per week for any one employee.
5. Commencing July 1, 2022, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of \$10.40 per hour for each hour

figured to the nearest quarter hour for each such employee who elects coverage under this Agreement, up to a maximum of forty (40) hours, but not more than four hundred and sixteen dollars (\$416.00) per week for any one employee.

6. Commencing July 1, 2023, and for the duration of this Agreement, the Employer shall contribute to the respective Health Services & Insurance Plan the sum of \$10.60 per hour for each hour figured to the nearest quarter hour for each such employee who elects coverage under this Agreement, up to a maximum of forty (40) hours, but no more than four hundred and twenty four dollars (\$424.00) per week for any one employee.
7. For the purpose of this Article, each hour paid for or any portion thereof, figured to the nearest quarter hour, as well as hours of paid vacation, paid holidays and other hours for which pay is received by the employee, shall be counted as hours for which contributions are payable.
8. If an employee is absent because of illness or off-the-job injury and notifies the Employer of such absence, the Employer shall continue to make the required contribution of 40 hours for a period of four (8) weeks.
9. If any employee is injured on the job, the Employer shall continue to pay the required contributions until such employee returns to work; however, such contributions of 40 hours shall not be paid for a period of more than twelve (12) months.
10. All contributions shall be made at such time and in such manner as the Trustees require, and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Health Services & Insurance Plan.
11. If an Employer fails to make contributions to the Health Services & Insurance Plan within 72 hours after the notice of delinquency has been sent to the Employer in writing, the Local Union shall take whatever steps are necessary to secure compliance with this Article, any provisions of this Agreement to the contrary notwithstanding, and the Employer shall be liable for all costs of collecting the payments due together with attorneys' fees and such penalties which may be assessed by the Trustees. The Employer's liability for payment hereunder shall not be subject to the Grievance Procedure or arbitration as provided under this Agreement.
12. The Employer agrees to and has executed a copy of the Agreement and Declaration of Trust of Teamsters Local 677 Health & Welfare Fund. The Employer and Union which are signatory hereto ratify the designation of the Employer and the Employee Trustees under such Agreement, and ratify all

action already taken, or to be taken by such Trustees within the scope of their authority.

13. For members who elect to participate in the Dental Insurance Plan offered by the District, the participating member shall pay the following premium cost share:

2020-21	12% of the cost of premium coverage
2021-22	13% of the cost of premium coverage
2022-23	14% of the cost of premium coverage

B. Life Insurance

1. Employees shall be eligible to receive, without cost, life insurance coverage amounting to \$20,000.

NOTE: At age 70, benefits are reduced by 50%.

C. Workers' Compensation Insurance

Any injury or physical disability due to the Pursuit of his/her occupation shall be compensated in accordance with the Workers' Compensation laws of the State of Connecticut.

- D. If the eligible employee selects not to participate in the health insurance plan, the Employee shall receive an additional monetary compensation payable in full, on the first of October each year.

Compensation shall be \$1,100 per year.

If the Employee becomes deceased between July 1 and October of the fiscal year, the beneficiary shall be entitled to the above compensation. Employees who are eligible to participate in the medical insurance benefits may choose to take the \$1,100 non-participation stipend between April 15th and May 15th of the work year. If the employee chooses to take the stipend, but is later forced to request medical coverage due to a significant change in their life circumstances, the employee will be allowed to reenroll in the Board's insurance plan. If the employee reenrolls during the fiscal year, he/she will have to reimburse the school lunch program for the full amount of the annual insurance stipend. New employees who become eligible for insurance after October 1st of the work year may take the \$1,100 stipend on a proratable basis for the remainder of the work year.

ARTICLE XI

COMPENSATION

A. Salaries

All members of the unit shall be paid in accordance with the hourly wage schedule annexed hereto and designated as Appendix A.

B. Longevity

Longevity payments will be made in full within the salary payment following the anniversary date of employment to all members of the unit who have been in the full-time service of the Danbury School Lunch Program.

Bargaining Unit members must work 50% or more of the work year in order to accrue one year of service for longevity purposes.

Such payments are as follows:

1. more than 10 years: \$300
2. more than 15 years: \$380 total
3. more than 20 years: \$500 total

C. Overtime

1. Work performed on a Holiday if school is in session, as listed in this Agreement, shall be paid for as overtime at one and one-half the Employee's normal rate.
2. Extra work shall be assigned by seniority in rotation within a school unit. Employees refusing extra work will be placed at the bottom of the rotating list.
3. Services for private parties will be paid at the hourly rate of \$20.00.

D. Direct Deposit

All employees shall participate in direct deposit.

ARTICLE XII

PENSION PLAN

It is recognized by the parties to this Agreement that the City of Danbury maintains a Pension Program and that this program provides for "any person regularly employed by the Employer (Board of Education) on a full-time basis other than policemen, firemen, members of the State Teachers' Retirement System or elected officials."

1. Defined Benefit Plan – Eligible Employees Hired Before July 1, 2022
 - a. It is recognized by the parties to this Agreement that the City of Danbury maintains a General Employees Defined Benefit Pension Plan in which eligible employees hired before July 1, 2022 participate.
 - b. Effective July 1, 2021, employees participating in Danbury's General Employees Defined Benefit Pension Plan shall be required to make an annual pension contribution on a pre-tax basis as follows:

2021-22	1% of their base salary on a pre-tax basis
2022-23	1.5% of their base salary on a pre-tax basis
2023-24	2% of their base salary on a pre-tax basis.
 - c. Effective July 1, 2021, an employee who separates employment with the Board of Education ("Board") with less than five (5) years of service shall be entitled to a return of his/her contributions to the General Employees Defined Benefit Pension Plan.
 - d. Effective July 1, 2021, a bargaining unit member who separates employment with the Board with more than five (5) years but less than ten (10) years of service shall have the option of receiving his/her bargaining unit member contributions to the General Employees Defined Benefit Pension Plan plus three percent (3%) interest in lieu of any other partially vested benefit under the General Employees Defined Benefit Pension Plan provided that such bargaining unit member makes such irrevocable election in writing at the time of his/her separation.
 - e. Effective July 1, 2021, a bargaining unit member whose separation from his/her employment with the Board on or after July 1, 2021 is caused by his/her death shall be entitled to the following based on his/her years of service with the Board at the time of death:
 - i. Less than five (5) years of service - Return of his/her bargaining unit member contributions to the General Employees Defined Benefit Pension Plan;
 - ii. More than five (5) years of service - Return of his/her bargaining unit member contributions to the General

Employees Defined Benefit Pension Plan plus three percent (3%) interest;

- iii. Any such return of his/her bargaining unit member contributions shall be made to the bargaining unit member's spouse or estate.

2. Defined Contribution Plan – Eligible Employees Hired On or After July 1, 2022

- a. Full-time employees hired on or after July 1, 2022 shall participate in a new Defined Contribution Plan administered by the City, which shall have the following key provisions:
 - i. Participants in the Plan shall make a retirement contribution of up to three percent (3%) of base salary to the Plan on an annual basis.
 - ii. The City shall match the amount of the contribution made by a participant on an annual basis.
 - iii. Participants shall fully vest in the plan at 5 years of service.
- b. Any additional terms and conditions applicable to the Defined Contribution Plan shall be set forth in the applicable plan document governing such Defined Contribution Plan, which may include a customized or prototype or other standard Defined Contribution Pension Plan document furnished to the City by the vendor or other service provider hired by the City to provide services with respect to such Defined Contribution Pension Plan, as such plan document may be amended or modified from time to time.

ARTICLE XIII

NON-DISCRIMINATION CLAUSE

Neither the Employer nor the Union shall discriminate against a bargaining unit member on account of his/her race, religion, ethnic origin, national origin, marital status, age, sex, sexual orientation, past or present physical or mental disability or based upon any other protected class as prescribed by Federal or State Legislation or because of his/her membership or non-membership in the Union.

ARTICLE XIV

MISCELLANEOUS

- A. In the event that an Employee is called for jury service, the Employer shall pay such Employee an amount sufficient to guarantee no loss in income on account of such absence from work.
- B. The Employer agrees to furnish each Employee covered by this Agreement with a copy of such Agreement. If printed commercially, it will bear the Union label.

ARTICLE XV

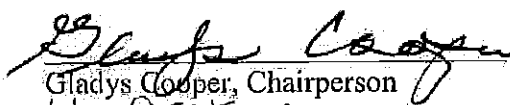
DURATION

This Agreement shall be effective July 1, 2021, and shall terminate on the 30th day of June, 2024, unless either party shall give written notice to the other party at least thirty (30) days prior to such expiration date of a desire to amend or terminate this Agreement.

Dated at Danbury, Connecticut, this day of

FOR THE BOARD OF EDUCATION

FOR LOCAL UNION NO. 677
of the International Brotherhood
of Teamsters, Chauffeurs, Warehousemen
and Helpers of America


Gladys Cooper, Chairperson
12/1/21 @ 5:45pm


John Capobianco, Secretary/Treasurer

APPENDIX A
WAGE SCHEDULE

	Yr1	Yr2	Yr3
	2021-22	2022-23	2023-24
	(2.75%)	(2.75%)	(2.75%)
Program Manager (Single Staff Location Only)	\$19.41	\$19.94	\$20.49
Supper Supervisor	\$19.41	\$19.94	\$20.49
Satellite Kitchen Aide	\$19.20	\$19.73	\$20.27
Cashier	\$19.34	\$19.87	\$20.42
Cook	\$19.65	\$20.19	\$20.74
Cook Manager	\$20.37	\$20.93	\$21.50
Satellite Manager/Cashier I	\$19.65	\$20.19	\$20.74
Satellite Manager/Cashier II	\$20.04	\$20.59	\$21.15
High School Mgr.	\$24.04	\$24.70	\$25.38
Satellite/Rogers Park Mgr.	\$22.77	\$23.40	\$24.04
Free & Reduced Lunch Coordinator	\$25.38	\$26.08	\$26.79
Assistant FRL Coordinator	\$21.59	\$22.18	\$22.79

All employees shall be provided a retroactive wage increase, in accordance with the above wage schedule, within thirty days of the execution of this agreement.

All employees who are currently participating in the insurance benefit shall also be responsible for making retroactive insurance premium contributions, in accordance with Article X, Section E of this Agreement.

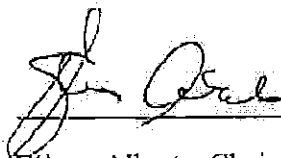
MEMORANDUM OF UNDERSTANDING

The following additional agreement between the Danbury Board of Education and the Teamsters Local Union 677, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (School Lunch) shall be implemented:

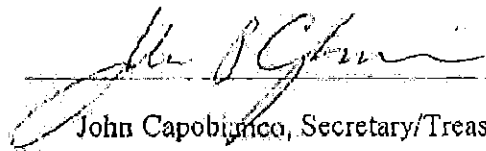
Commencing September 1, 2016, and continuing annually through the remainder of this Agreement, all employees participating in the Plan shall contribute to the Board of Education the amount of five dollars (\$5.00) per pay period in the form of co-insurance, in a method to be determined by the Director of Finance.

DANBURY BOARD OF EDUCATION

TEAMSTERS LOCAL 677,
INTERNATIONAL
BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA
(SCHOOL LUNCH)



Eileen Alberts, Chair



John Capobianco, Secretary/Treasurer

Date

9-9-16

Date

9 Sept 16



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810-7769

DAVID ST. HILAIRE
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Mayor Dean Esposito via the City Council

FROM: David St. Hilaire, Director of Finance *D ST / (13V8)*

DATE: January 24, 2022

CERTIFICATION

SUBJECT: Certification of Funds – Reprogramming of Funds for Hazard and Flood Mitigation Efforts

Pursuant to the memo from Emergency Management Director, Matt Cassavechia, regarding funding for Hazard Mitigation on the February agenda, I hereby certify the availability of \$17,451 within the FLDWARN fund.

Upon approval of the City Council, such funds will be moved into an account designated for Hazard Mitigation within the Special Revenue Fund.

Please feel free to contact me should you require any additional information.



CITY OF DANBURY
OFFICE OF EMERGENCY MANAGEMENT

MATTHEW G. CASSAVECHIA, Director



TO: David St. Hilaire
Director of Finance

FROM: Matthew G. Cassavechia
Emergency Management Director

DATE: January 25, 2022

RE: Request for the Reprogramming of Funds for Hazard and Flood Mitigation Efforts

The City of Danbury Office of Emergency Management is in the process of initiating engineering services from Fuss & O'Neill for consultation to determine funding strategies for hazard and flood mitigation efforts. It is my understanding that there is funding available from an inactive 'Flood Warning System' project from years ago in the amount of \$17,451. I am requesting that this funding be reprogrammed to be used in our efforts to identify future funding sources and opportunities to reduce these risks.

These funds would be utilized to support the current Hazard Mitigation Grant Program (HMGP) application process, allowing for a required Benefit Cost Analysis (BCA) to be completed, as well as for future flood mitigation funding strategy support through Fuss & O'Neill.

Respectfully,

Matthew G. Cassavechia
Emergency Management Director



CITY OF DANBURY

155 DEER HILL AVENUE

DANBURY, CONNECTICUT 06810

DAVID W. ST. HILAIRE
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

M E M O R A N D U M

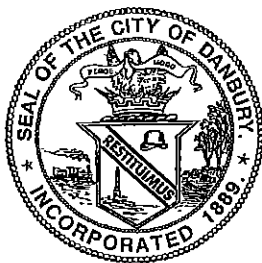
DATE: January 22, 2022
TO: Hon. Dean Esposito via the City Council
FROM: David W. St. Hilaire, Director of Finance DST/(TH)
RE: TAX "FREEZE" PROGRAM FOR ELDERLY HOMEOWNERS

The purpose of the proposed ordinance is to assist qualified elderly homeowners aged 65 and older on fixed incomes with a property tax credit to make it more affordable to stay in their homes. While the City does offer other similar programs for our seniors, this program is specifically designed to mitigate any adverse effects resulting from the **October 1, 2017** State mandated Grand List Revaluation. The one notable change to this program from previous years is a 5-year residency requirement for new applicants. This change will not impact those who currently receive the benefit and may not meet the 5-year residency requirement. This program will sunset with each subsequent revaluation unless specifically renewed by the adoption of an amended ordinance.

During the FY22 Budget process, I informed the City Council that the Assessor and I would work together to examine the City exemption programs with the expectation of providing various revisions that would streamline, update, and simplify the application process. Any proposed revisions would also evaluate the impact to the existing beneficiaries to minimize any adverse consequence of such changes. However, given the significant changes anticipated since the October 1, 2017 Revaluation, I am recommending the postponement of any significant changes to the exemption programs until the October 1, 2022 Revaluation amounts are known so a more accurate analysis can be completed.

I respectfully ask for referral of this proposed ordinance to a subcommittee of the City Council for review and to take the necessary action in order that we may provide the benefit for the ensuing fiscal year.

Please feel free to contact me should you require any additional information. Thank you.



ORDINANCE

CITY OF DANBURY, STATE OF CONNECTICUT

CITY COUNCIL

_____ A.D. 2022

Be it ordained by the City Council of the City of Danbury:

Sec. 44-53 Tax freeze for elderly homeowners.

(a) The City of Danbury hereby re-enacts a tax freeze for elderly homeowners, pursuant to §12-129n of the Connecticut General Statutes, for specified, eligible residents of the City of Danbury on the terms and conditions provided herein. This section is enacted for the purpose of assisting elderly homeowners with a portion of the cost of property taxation commencing with the Assessment List of October 1, 2012.

(b) Any person who owns real property in the City of Danbury or is liable for the payment of taxes thereon, pursuant to §12-48 of the Connecticut General Statutes, and who occupies the property as a principal residence may elect to apply for a freeze under which such applicant shall pay the gross tax levied on applicable property calculated for the first year the application is granted (the "freeze amount") and shall be entitled to continue to pay no more than the freeze amount for each subsequent year in which the applicant, or his surviving spouse, continues to meet such qualifications and those as herein set forth.

(1) a. Such person is sixty five (65) years of age or over at the close of the previous calendar year, or his or her spouse is sixty five (65) years of age or over at the close of the previous calendar year and resides with such person, or such person is sixty-five (65) years of age or is over and is the surviving spouse of a taxpayer qualified for tax freeze under this section at the time of his or her death; or

b. Such person is under age sixty five (65) and eligible in accordance with applicable federal regulations to receive permanent total disability benefits under Social Security, or has not been engaged in employment covered by Social Security and accordingly has not qualified for benefits thereunder, but has become qualified for permanent total disability benefits under any federal, state or local government retirement or disability plan, including the Railroad Retirement Act and any government related teacher's retirement plan, in which requirements with respect to qualifications for such permanent total disability benefits are comparable to such requirements under Social Security.

(2) Such person must have a principal residence located in Danbury and must have paid taxes in Danbury for five (5) years immediately preceding his or her receipt of tax benefits hereunder.

(3) The property for which the freeze is claimed must be the primary legal residence of such person and occupied more than one hundred eighty-three (183) days of each calendar year.

(4) Applications must be filed with the assessor's office between February 1 and May 15 in the year following the list year with respect to which benefits are claimed hereunder, in triplicate, one (1) copy going to the taxpayer, one (1) to the tax collector and ~~one~~ (1) to the assessor. The applicant must reapply every two (2) years in order to continue eligibility for relief hereunder.

(5) No tax freeze shall be provided under this section to any persons who owe delinquent taxes to the City of Danbury. The applicant shall submit a certificate from the tax collector to the effect that no such delinquent taxes are owed.

(6) No property tax relief authorized hereunder, together with any relief received by any such resident under provisions of the Connecticut General Statutes, §§ 12-129b to 12-129d, inclusive, 12-129h, and 12-170aa, shall exceed, in the aggregate, seventy-five (75) per cent of the tax which would, except for said §§ 12-129b to 12-129d, inclusive, 12-129h, 12-170aa and this section, be laid against the taxpayer.

(7) The freeze program will be based on income guidelines and standards as set forth in Section (j) hereunder.

(c) The tax freeze for real property as provided herein shall apply to only the residence itself and the lot on which the residence is located, but shall not apply to more than the minimum lot size permitted by the zoning ordinances of the City of Danbury.

(d) The assessor shall determine whether each applying taxpayer is entitled to tax freeze under this section and shall compute the amount of said freeze to which each qualified taxpayer is entitled and cause a certificate of tax freeze to be issued in such form as to permit the tax collector to reduce the amount of tax levied against the taxpayer. The tax freeze shall be applied proportionately to the tax payments.

(e) The tax freeze shall be allowed for each parcel of land eligible for the freeze under this section. In any case where title to such real property is recorded in the name of the taxpayer or his or her spouse, who are eligible and any other person or persons, the amount shall be prorated to allow a freeze equivalent to the fractional share in the property of such taxpayer or spouse, and if such property is a multiple-family dwelling, such credit shall be prorated to reflect the fractional portion of such property occupied by the taxpayer, as provided by state statutes, as they may be amended. Persons not otherwise eligible shall not receive any tax credit. No tax credit shall be allowed hereunder if such dwelling is used for more than four (4) families.

(f) The tax freeze allowed hereunder shall not apply to any water rent, water use charge, water tax, sewer tax or sewer use charge which may be levied against real property in the City of Danbury.

(g) If a taxpayer has qualified and received tax relief under the provision of this section and subsequently becomes disqualified for any reason, he or she shall notify the tax assessor on or before February 1 of the year in which he or she becomes disqualified and his or her exemption shall cease for such fiscal year and such disqualification shall continue until he or she becomes eligible again and has filed a new application.

(h) In the event that the applicant shall make improvement to his property resulting in an increase in his assessment, an amount calculated by multiplying the increase in taxpayer's assessment attributable to the improvement by the mill rate in effect in the year such reassessment takes place shall be added to the freeze amount then applicable to obtain a revised freeze amount which will be the freeze amount for subsequent assessments years.

(i) If any person with respect to whom a claim for a tax freeze in accordance with this section has been approved for any assessment year transfers, assigns, grants or otherwise conveys in such assessment year the interest in real property to which such claim for tax freeze is related, regardless of whether such transfer, assignment, grant or conveyance is voluntary or involuntary, the amount of such tax freeze shall be a pro rata portion of the amount otherwise applicable in such assessment year to be determined by a fraction the numerator of which shall be the number of full months from the first day of October in such assessment year to the date of such conveyance and the denominator of which shall be twelve (12). If such conveyance occurs in the month of October, the grantor shall be disqualified for tax credit in such assessment year. The grantee shall be required within a period not exceeding ten (10) days immediately following the date of such conveyance to notify the assessor thereof, whereupon the assessor shall determine the amount of tax credit to which the grantor is entitled for such assessment year with respect to the interest in real property conveyed and notify the tax collector of the reduced amount of tax credit applicable to such interest. Upon receipt of such notice from the assessor, the tax collector shall, if such notice is received after the tax due date in the municipality, within ten (10) days thereafter mail or hand a bill to the grantee stating the additional amount of tax due as determined by the assessor. Such tax shall be due and payable and collectible as other property taxes and subject to the same liens and processes of collection, provided such tax shall be due and payable in an initial or single installment not sooner than thirty (30) days after the date such bill is mailed or handed to the grantee and in equal amounts in any remaining, regular installments as the same are due and payable.

(j) *Income.* The purpose of this article is to provide tax relief based upon the total income available to the applicant(s) in the home without regard to the exclusion of certain income or to certain deductions which might otherwise be allowable by the Internal Revenue Service Code of 1986, as may be amended from time to time. Such person(s) shall have individually, if unmarried, or jointly, if married, qualifying income in an amount not to exceed limits described below for the tax year ending immediately preceding the application for tax relief benefits. Accordingly, qualifying income is defined as set forth below.

(1) Income is the total income in the home shown on line 22 of the current IRS form 1040 [or line 15 of the current IRS form 1040A] plus nontaxable income received from Social Security plus federally tax exempt interest or other income and includes income paid to or given to the applicant or his or her eligible spouse by persons living in the home.

(2) In determining the total income in the home there shall be no allowance for: (a) business losses in excess of business gains [current IRS form 1040 Schedule C or Schedule C-EZ]; (b) losses in excess of gains on current IRS form 1040 Schedule E (page 1 line 17) (rental real estate, royalties, partnerships, S-corps, trusts, etc.); and/or (c) negative income on current IRS form line 21.

(3) The reference to current IRS forms shall include comparable data as contained in any revised IRS forms.

(4) Where an applicant does not file an IRS form, the information used to calculate total income in the home, shall be the information which would have been included on an IRS form, had one been filed, i.e., SSA-1099; 1099-Div.; 1099-Int.; 1099-R; etc.

(5) Each applicant shall sign an affidavit (Town application) and IRS Form 4506, allowing the Town to verify the prior two (2) years' tax returns, certifying that the information provided with respect to such applicants' total income in the home is true and accurate to the best of the knowledge of the applicant.

(6) In the event of a question with respect to income or a claimed exemption of income, or deduction from income, not specifically referred to in this section, the Assessor shall make a determination based upon the purposes of this article. Any dispute on this section, or any other section, may be appealed to the Board of Assessment Appeals.

(7) In any case where title to the real property is recorded in the name of the taxpayer or his spouse and/or any other person or persons, the tax relief granted herein shall be prorated to reflect the fractional share of such taxpayer or spouse; and, furthermore, if such property is occupied as a multiple-family dwelling, such relief shall be prorated to reflect the fractional portion of such property occupied by the taxpayer.

(8) Any person entitled to the tax relief pursuant to this article is required to file biennially for the benefit; however, if the taxpayer's income exceeds or changes under sub-section (j) hereof as set forth, said person shall be required to reapply.

(9) Such person/persons shall not have received qualifying income during the calendar year preceding the fiscal year for which tax relief is claimed in excess of fifty three thousand six hundred dollars (\$53,600.00) if single and sixty thousand eight hundred dollars (\$60,800.00) if married. The freeze amount will be calculated based on taxes paid for the October 1, 2011 grand list.

(k) *Sunset.* This program is intended to sunset with the filing of the October 1, 2021 Grand List, unless specifically renewed by the adoption of an amended Ordinance Sec. 44-53.



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CITY OF DANBURY
DANBURY, CONNECTICUT 06810

Danbury Municipal Airport
P. O. Box 2299
Danbury, CT 06813
(203) 797-4624
Fax: (203) 796-1569

Michael Safranek
Airport Administrator
m.safranek@danbury-ct.gov

January 20, 2022

TO: Mayor Dean Esposito
City Council Members

The Danbury Municipal Airport has been approached by West Miry Holdings LLC to construct a sewer line, which will connect from the existing sewer main located on Backus Avenue and will terminate on 43 Miry Brook Road. The proposed sewer main will have an approximate length of 3,480 feet and will have a width of 4 inches. A 20-foot-wide easement will be placed around the pipeline to set aside the land when the line is being constructed or maintained in the future. Along the pipeline will be several laterals where future tenants, both on and off-airport, will be able to connect to the sewer main. The system will utilize low-pressure force and will require each tenant to have a pump installed.

The easement lies outside of the Taxiway Safety Area (TSA). This allows for the construction, and any maintenance that follows, to avoid interfering with the TSA. When constructed, the piping will be laid so it does not interfere with the existing storm water drainage system. It will be designed and paved in accordance with Federal Aviation Administration (FAA) standards.

Although the proposed sewer main will be constructed to benefit off-airport property, the project has support from the FAA (see-attached letter). The off-airport tenants that will be utilizing the proposed sewer main operate via a through-the-fence agreement. It should be noted that the proposed sewer main would also benefit on-airport tenants as well.

Since there is no plan (near future) for a sewer connection for this section of Miry Brook Road, this is the best way to respond to the need for a sewer line for the effected businesses.

I am respectfully requesting that this item be sent to an Ad Hoc Committee, at which a resolution and easement will be provided.

Sincerely,

Michael Safranek
Danbury Municipal Airport



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
www.danbury-ct.gov

(203) 797-4525
(203) 797-4586 (FAX)

To: Mayor Dean Esposito
Members of City Council

From: Sharon B. Calitro, AICP, Planning Director *SBC*

Date: January 26, 2022

Re: Request that City Council Opt Out of CGS Section 8-2 as amended by Public Act 21-29 regarding State Mandated Parking Requirements

Public Act 21-29 ("PA 21-29") was approved on June 10, 2021 and provides for revisions to the State Zoning Enabling Act that affect various aspects of municipal land use regulation. Section 4 of PA 21-29 amended state statutes to prohibit municipal zoning regulations from requiring more than one parking space for each studio or one-bedroom dwelling unit or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the municipality opts out in accordance with the provision of section 5 of PA 21-29.

The opt-out provisions require affirmative action by both the Zoning Commission and City Council. The Zoning Commission, on January 25th, after public hearing and discussion, approved the Department's petition to amend the Zoning Regulations to add language that specifically opts out of this new requirement. In issuing its decision on the proposed text amendment to opt out, the Zoning Commission considered the Staff Report and the Planning Commission's positive referral. Both documents are attached for your review.

Final approval of the City Council is required for the City to opt out. Until and unless both entities affirmatively opt out, the parking space limitations set forth in CGS Section 8-2 as amended PA 21-29 apply to Danbury.

This is the same process undertaken when the Zoning Commission and City Council opted out of the requirement to allow temporary health care structures in 2017.

We respectfully request City Council opt out of the parking space restrictions in CGS Section 8-2 as amended by PA 21-29 for the reasons set forth in the accompanying correspondence and as approved by the Zoning Commission.

Attachments

c: Jennifer Emminger, Deputy Planning Director
Les Pinter, Deputy Corporation Counsel
Robin Edwards, Assistant Corporation Counsel
Daniel Casagrande, Cramer & Anderson



14-1

FILE COPY

CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING & ZONING DEPARTMENT
www.danbury-ct.gov

203) 797-4525
(203) 797-4586 (FAX)

To: City of Danbury Planning Commission
City of Danbury Zoning Commission

From: Sharon B. Calitro, AICP, Planning Director

Date: November 9, 2021

Re: Petition to Amend the Zoning Regulations: Sections 3.C., 10.B.2. and 10.C.4.a.(2)

Public Act 21-29 ("PA 21-29") was approved on June 10, 2021. This PA provides for revisions to the State Zoning Enabling Act that affect various aspects of municipal land use regulation. The City's petition focuses on three aspects of PA 21-29 that are effective as of October 1, 2021 as noted below.

1. Opt out of Reduced Parking Requirements of PA 21-29

PA 21-29 provides that Zoning Regulations adopted pursuant to Section 8-2 shall not "require more than one parking space for each studio or one-bedroom dwelling or more than two parking spaces for each dwelling unit with two or more bedrooms, unless the municipality opts out in accordance with the provisions of section 5 of this act [PA 21-29]." The proposed amendment to Section 3.C. adds subsection "6" and the opt out language for the reasons indicated below.

The City's parking space requirements are provided in Section 8.C.4 of the Zoning Regulations. For one, two and three family dwellings, the Zoning Regulations require 2 spaces per unit and 1 space per 2 resident employees, if any. For apartment houses, garden apartments, row houses and mobile homes, the requirements are 2 parking spaces per dwelling unit plus 1 per 2 resident employees except in the case of an efficiency unit (studio) for which only 1 space is required, and except in the case of a one-bedroom apartment for which 1.5 spaces are required. In addition, 1 visitor space is required for every four units except in the CBD zone.

Recognizing the parking cost impacts to the development or redevelopment of a site and to incentivize development downtown, these parking requirements were relaxed in 2011 in the defined area of the Downtown Revitalization Overlay Zone ("DRZ"). In this Zone, parking requirements are 1.5 spaces for a two-bedroom unit, with no visitor space requirement for RH-3 zoned properties in the DRZ. Additionally, there is no required on-site employee parking where

14-2
employers provide parking in public spaces regardless of the distance to the use (Section 8.C.1.b.(5)). The shared parking provisions in Section 8.C.1 also provide for additional incentives to reduce the number of spaces in certain zones and under certain conditions.

Based on adjustments to parking requirements over the years, it is evident that Danbury recognizes the significance said requirements play in the role of economic development. The above-noted reductions and shared parking allowances that currently exist in the Zoning Regulations have been utilized often and have helped decrease costs associated with development as parking could be reduced and/or eliminated. While the State's efforts to limit parking as provided in the changes to CGS Section 8-2 by PA 21-29 can be commended, the City is best positioned to determine the required number of parking spaces for said residential uses based on local demographics, conditions, and economic needs. The City is aware of its needs based on its growth patterns, proximity of land uses to public parking, and resident requirements, and would prefer to be able to adjust said parking standards in the future as needed and in a sustainable manner. Any future revisions to parking requirements will be considered and evaluated to ensure the Regulations continue to meet the needs of City residents. By approving the proposed amendment to Section 3.C and opting out these provisions of the PA, the City will be able to continue to do just that.

The PA also requires that the City Council opt out. Staff will submit this request once the Zoning Commission acts. This is the same process undertaken when the Zoning Commission opted out of the requirement to allow temporary health care structures in 2017.

2. Add Fee for Expert Consultants

PA 21-29 provides, through amendment to CGS Section 8-1c., that a municipality may, by regulation, require any person applying to the Planning or Zoning Commission, or Zoning Board of Appeals, or Inland Wetlands Commission (EIC) for approval of an application to pay the cost of reasonable fees associated with any necessary review by consultants with expertise in land use of any particular technical aspect of such application, for the benefit of such board or commission. The PA contains additional language relative to use of said fees and return of unused fees.

The Zoning Regulations, in Section 10.B.2., identifies fees related to land use applications submitted to the Planning Commission, Zoning Commission, and Zoning Board of Appeals. Fees for EIC applications are contained in the EIC Regulations. The proposed amendment to Section 10.B.2 to add subsection "k" provides for said expert consultant fee and sets forth the process by which such fees shall be paid to the City, dispersed to the expert consultant, and, if there is an excess amount, returned to the applicant. The City has, in the past, and upon agreement with applicants, utilized a similar format to review complicated floodplain analyses on certain land use applications, particularly when there has not been expertise in the subject area that could be provided by a municipal employee. A similar amendment may be presented to the EIC if determined necessary.

3. Amend Section 10.C.4.a.(2) to delete the word "character" and add new language to clarify that special exceptions and special permits must be found to be designed in a manner which is in conformity with the physical characteristics and structures of the neighborhood and district.

PA 21-29 provides that Zoning Regulations shall not “be applied to deny any land use application, including for any site plan approval, special permit, special exception or other zoning approval, on the basis of (A) a district’s character, unless such character is expressly articulated in such regulations by clear and explicit physical standards for site work and structures,”. To remove any potential ambiguity associated with use of the term “character,” the amendment proposed to delete said word and replace it as noted.

Other aspects of the PA will be addressed in future petitions as necessary as determined by Staff.

In the case of the proposed amendments, we urge adoption. Thank you for your consideration.

c: Jennifer Emminger, Deputy Planning Director
Robin Edwards, Assistant Corporation Counsel
Daniel Casagrande, Cramer & Anderson
Joseph M. Cavo, Mayor



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

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PLANNING COMMISSION
www.danbury-ct.gov

(203) 797-4525
(203) 797-4586 (FAX)

November 18, 2021

To: Theodore J. Haddad Jr., Chairman, Danbury Zoning Commission

From: Arnold E. Finaldi Jr., Chairman, Danbury Planning Commission

Re: 8-3a Referral - Petition of the City of Danbury by Sharon B. Calitro, Planning Director to Amend Sections 3.C., 10.B.2. & 10.C.4.(a)(2) of the Zoning Regulations. (Amendments pursuant to Public Act 21-29: Opt out of Parking Requirements, Amend Zoning Permit Fee Schedule to Add Provision Authorizing Charging of Fee for Expert Consultant, and Amend Language in Additional Requirements for Approval of Special Exceptions and Special Permits relative to use of the word "character")

At the web-based Zoom meeting held on November 17, 2021, the City of Danbury Planning Commission voted to give the above referenced petition a **positive** recommendation for the following reasons:

- The City is in the best position to determine the required number of parking spaces for residential uses based on local demographics, conditions, and economic needs.
- The City has previously utilized a similar process for complicated engineering-related reviews when municipal employees lack the needed expertise in the specific field,
- And elimination of the word character will eliminate any possible ambiguity associated its use.

Mr. Urice made the motion to give this a positive recommendation. Mrs. Hoffstaetter seconded the motion and it was passed unanimously by voice vote with five ayes (from Mr. Chiochio, Mrs. Hoffstaetter, Mr. Salvagne, Mr. Urice, and Chairman Finaldi).

AEF/jr



January 21, 2022

Mayor Dean Esposito and Members of the City Council,

In accordance with the newly approved ordinance changes that govern parking, I respectfully request that the following Parking Authority employees be appointed Civilian Parking Violation Enforcement Officers as required by Section 46-152(b)

Noel Cabrera
Thomas Cowen
Michael LaManna
George Marasco
Richard Martinson
Mauro Ongaro
Rudy Rosario

We are expecting new equipment to be installed at both the Patriot and Bardo parking garages in the coming weeks. This equipment will eliminate the need for cashier booths at the exit lane of Patriot Garage. The above employees, currently assigned to the confines of a security booth, will now be available for dual roles of security and enforcement. Having the dual roles will be beneficial in adequately covering vacation and sick time. Additionally, personnel will now be required to walk the facilities, streets and parking lots adding an additional layer of security not only in the garages but within the CityCenter district.

Please feel free to reach out to me with any questions.

Respectfully,

A handwritten signature in cursive script, reading 'Deborah Pacific'.

Deborah J. Pacific
Director



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DAVID W. ST. HILAIRE
DIRECTOR FINANCE

(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

DATE: 1/24/22
TO: MAYOR DEAN ESPOSITO VIA THE CITY COUNCIL
FROM: DAVID W. ST. HILAIRE, DIRECTOR OF FINANCE *D ST*
RE: RESOLUTION – PCLB FOUNDATION GRANT – ELDERLY SVCS

Attached for your review is a resolution that will allow the City of Danbury Department of Elderly Services to apply for and accept funding from the 'Peter and Carmen Lucia Buck' (PCLB) Foundation.

This funding will assist the Director in continuing to provide staffing, programs, services and resources for the City's elderly clients for Fiscal Year 2022-2023.

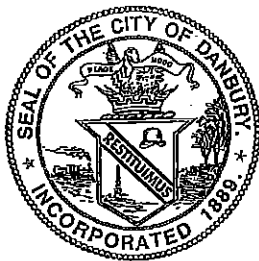
The maximum current year funding request is \$75,000 and there is no City Match required.

It is respectfully requested that the City Council consider this resolution at its next meeting.

Attach.

DST/sk

Cc: S. Tomanio



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the Peter and Carmen Lucia Buck Foundation, Inc., provides funding opportunities to various organizations to enhance the quality of life in communities; and

WHEREAS, the City of Danbury Department of Elderly Services has once again been given the opportunity to apply for and accept funding to be utilized for services at the Elmwood Hall Senior Center; and

WHEREAS, this funding request, not to exceed \$75,000, will be used with remaining funding from previous Foundation awards, if any, to benefit the City's elderly clients by providing services for outreach and resources in conjunction with other City departments which is especially important during this time; and

WHEREAS, there is no City match required.

NOW THEREFORE BE IT RESOLVED THAT Dean Esposito, Mayor of the City of Danbury, or Susan M. Tomanio, Director of Elderly Services, as his designee, is hereby authorized to apply for and accept said funds and to execute all contracts and agreements necessary to effectuate the purposes thereof.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
COMMISSION ON AGING
ELMWOOD HALL
10 Elmwood Place
(203) 797-4686

DATE: January 19, 2022

TO: Honorable Mayor Dean Esposito
Members of the City Council

FROM: Susan M. Tomanio, MSW, LCSW
Director of Elderly Services

RE: Impact Statement
The Peter & Carmen Lucia Buck Foundation Grant - F/Y 2022/2023

The Peter and Carmen Lucia Buck Foundation has again requested that this department apply for funding in an amount not to exceed \$75,000. The funding will continue to support a part-time position of Activities Scheduler / Outreach / Resource & Referral. Through this grant, we will continue to focus our work on assisting Danbury seniors through the COVID19 pandemic. We will also safely modify our programs and operations at Elmwood Hall Danbury Senior Center as the pandemic dictates. In order to accomplish this goal, we will work closely with the Mayor's Office, the City's Health and Human Services Department and the State of Connecticut. There is no local city match required.

The Peter and Carmen Lucia Buck Foundation is committed to assisting Danbury seniors "Age Well." The department is grateful for the invitation to apply for such funds as we continue to work in partnership to help meet the needs of Danbury seniors.



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DAVID W. ST. HILAIRE
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Mayor Dean Esposito via the City Council

FROM: David W. St. Hilaire, Director of Finance *D ST*

DATE: June 23, 2022

SUBJECT: Refunding of General Obligation Bonds

An advance refunding of General Obligation Bonds is an important debt management tool that municipalities use to lower borrowing costs and take advantage of lower interest rates that leads to interest cost savings.

It is important that the City maintain the proper authorization so that we may readily react to bond market fluctuations to take advantage of opportunities as they arise for interest rate savings. The City has approximately \$7,500,000 of existing bonds (primarily bonds issued in 2014), which are eligible for refunding under the right market conditions. As you may recall, approximately \$2.9M of interest savings was realized on \$24.9M of refunded bonds in August 2021.

The attached resolution would provide the City with the necessary authorization to respond to such savings opportunities as they arise. The Resolution requests an amount not to exceed \$7,500,000 of City of Danbury General Obligation Refunding Bonds with respect to the authorization, issuance, and sale. This amount anticipates a certain amount of interest rate changes and the possibility of including additional refunding bonds if it is in the best interests of the City at the time of the sale.

Upon the completion of the June 30, 2021 Comprehensive Annual Financial Report, the Department of Finance will update the Official Statement (formal document associated with bond sales) and prepare to issue a bond refunding in April if an opportunity exists upon approval of the attached Refunding Resolution.

I respectfully request that the City Council consider providing the authorization to move forward at the February regular meeting with the refunding resolution that will allow us to take advantage of this savings opportunity if/when presented.

Please be assured even if such authorization is given, the sale will only occur if it is determined at the sale date that the terms and conditions of the sale are financially beneficial to the City.

Please feel free to contact me should you require any additional information. Thank you.
Attach.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

RESOLUTION WITH RESPECT TO THE AUTHORIZATION, ISSUANCE AND SALE OF NOT EXCEEDING \$7,500,000 CITY OF DANBURY, CONNECTICUT GENERAL OBLIGATION REFUNDING BONDS

RESOLVED:

Section 1. Not exceeding \$7,500,000 General Obligation Refunding Bonds (the "Refunding Bonds") of the City of Danbury, Connecticut (the "City") may be issued in one or more series and in such principal amounts as the Mayor and the Treasurer shall determine to be in the best interests of the City for the purpose of achieving net present value savings and/or to restructure debt service payments of the City. The Refunding Bonds are hereby authorized to refund all or any portion of any one or more series of the City's outstanding general obligation bonds (the "Connecticut General Statutes") (collectively, the "Refunded Bonds"). The Refunding Bonds shall be issued and sold either in a negotiated underwriting or a competitive offering, and at such time or times as the Mayor and the Treasurer shall determine to be most opportune for the City. If the Refunding Bonds are sold in a negotiated underwriting, the Mayor and the Treasurer shall approve and designate the managing underwriter. The Refunding Bonds shall mature in such amounts and on such date or dates as shall be determined by the Mayor and the Treasurer, in accordance with the provisions of the Connecticut General Statutes, and shall bear interest payable at such rate or rates as shall be determined by the Mayor and the Treasurer. The Refunding Bonds shall be executed in the name and on behalf of the City by the manual or facsimile signatures of the Mayor and the Treasurer, bear the City seal or a facsimile thereof, and be approved as to their legality by Robinson & Cole LLP, Bond Counsel. The Refunding Bonds shall be general obligations of the City and each of the Refunding Bonds shall recite that every requirement of law relating to its issue has been duly complied with, that such bond is within every debt and other limit prescribed by law, and that the full faith and credit of the City are pledged to the payment of the principal thereof and the interest thereon. The aggregate denominations, form, details, and other particulars thereof, including the terms of any rights of redemption and redemption prices, the designation of the certifying, paying, registrar and transfer agent, shall be subject to the approval of the Mayor and the Treasurer. The net proceeds of the sale of the Refunding Bonds, after payment of underwriter's discount and other costs of issuance, shall be deposited in an irrevocable escrow account in an amount sufficient to pay the principal of, interest and redemption premium, if any, due on the Refunded Bonds to maturity or earlier redemption pursuant to the plan of refunding. The Mayor and the Treasurer are authorized to appoint an escrow agent and other professionals and to execute and deliver any and all escrow, investment and related agreements necessary to provide for such payments on the Refunded Bonds and to provide for the transactions contemplated hereby. The Mayor and the Treasurer, are authorized to prepare and distribute preliminary and final Official Statements of the City for use in connection with the offering and sale of the Refunding Bonds, and they are hereby authorized to execute and deliver on behalf of the City a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Tax Regulatory Agreement and such other documents necessary or desirable for the issuance of the Refunding Bonds and the payment of Refunded Bonds. The City may issue taxable bonds or notes as the issuance of such taxable bonds or notes is hereby determined to be in the public interest.

Section 2. This resolution shall be effective until December 31, 2022.



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CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810-7769

DAVID ST. HILAIRE
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Mayor Dean Esposito via the City Council

FROM: David W. St. Hilaire, Director of Finance *DSH (133)*

DATE: January 23, 2022

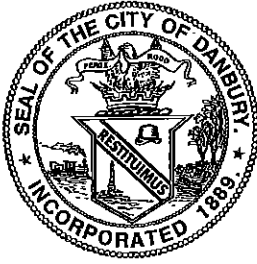
SUBJECT: Authorization for Lease Financing

As instructed and pursuant to Item #6 of the November 2021 Agenda – New Fire Apparatus, the City conducted a competitive bid process for the lease financing in an amount not to exceed \$900,000 for a New Fire Pumper Truck manufactured by Pierce Manufacturing and supplied by Firematic Supply Company, Inc. The repayment term is for 5 years.

The City received seven (7) highly competitive bids from the top leasing firms with bid offers ranging from 1.29% to 1.92%. The lowest bid of 1.29% could not be accepted because it was contingent upon also being awarded the bid the \$5.1M Solar Project financing. Consequently, I made a recommendation at the December 23, 2021 Board of Awards to award the bid to TD Bank –the second lowest bidder with an interest rate of 1.36%. However, the bid award to TD Bank is contingent upon the City Council Approval and proper execution of the lease agreement.

The lease agreement documents have been reviewed by my office, Corporation Counsel and our outside bond counsel, Robinson & Cole to ensure that the City's interests are best represented within the terms and conditions within agreement. We do anticipate a lease closing date before the rate expiration date of February 15th. Upon execution of the lease, I will reverse the temporary funding measures implemented in November 2021: \$500,000 of assigned fund balance will be reclassified as unassigned and \$400,000 will be restored to the CIP Lease Accounts.

Please authorize the execution of the TD Bank Lease documents for the \$900,000 lease agreement for the new Fire Pumper Apparatus. Please contact me should you have any questions.



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

LESSEE RESOLUTION

A RESOLUTION OF CITY OF DANBURY, CONNECTICUT AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Danbury, Connecticut, a body politic and corporate duly organized and existing as a political subdivision of the State of Connecticut ("Lessee"), is authorized by the laws of the State of Connecticut to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS, Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed \$900,000.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the substantially complete form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the funds made available by Lessor under the Agreement will be deposited pursuant to the terms of that certain Escrow Agreement, among Lessee, the Lessor and TD Bank, N.A. (the "Escrow Agreement"; and together with the Agreement, the "Financing Documents") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed \$900,000.00.

BE IT FURTHER RESOLVED that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Mayor, City Treasurer and Director of Finance of Lessee (the "Authorized Officers") and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Authorized Officers, and each of them hereby is, authorized to affix or direct to be so affixed, the official seal of Lessee to the Financing Documents and attest the same.

BE IT FURTHER RESOLVED that the Authorized Officers be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

BE IT FURTHER RESOLVED that the City hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and any time after the date of passage of this Resolution for the Equipment with the proceeds of the lease authorized to be entered into by the City. The Agreement shall be issued to reimburse such expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay project expenses in accordance herewith pending the execution of the Agreement.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.



CONTRACT

THIS AGREEMENT, made by Firematic Supply Co., Inc., East Yaphank, NY, first party and City of Danbury, by its authorized representative, second party.

WITNESSETH:

First. The said first party hereby agrees to furnish the apparatus and equipment according to the specifications referenced in Pierce bld # 787 dated 11/1/2021 and to deliver the same as hereinafter provided.

Second. The first party agrees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Firematic Proposal, the Firematic Proposal will prevail. The standard Pierce Manufacturing Warranty will apply.

Third. This contract for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at the time of contract signing, except as modified by customer specifications. Any increased cost incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth below.

Fourth. The said apparatus and equipment shall be ready for delivery from Firematic within about 130 days after receipt and acceptance of this contract at the first party's office at East Yaphank, New York. Delays due to strikes, failures to obtain chassis, materials or other causes beyond its control not preventing, and shall deliver to said party of the second part at Danbury Fire.

Fifth. A competent serviceman shall upon request, be furnished by first party to demonstrate said apparatus for second party and to give its employees the necessary instructions in the operation and handling of said apparatus.

Sixth. The second party hereby purchases and agrees to pay for said apparatus and equipment, the sum of:

One (1) new Pierce demo truck job number 36719 per attached specs \$ 899,165.29
and list of loose equipment

Payment shall be made directly to first party at its, East Yaphank, New York, office. Under no circumstances shall payment be made to any other party except Firematic Supply Co, Inc.

Any representation that payment is authorized to be made to another party is in violation of this agreement. Net payment is due upon acceptance at Firematic Supply Co. Inc.'s facility located at 19 New St Danbury CT, unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party obligation there under shall be evidenced by negotiable paper.

MKH 11-11-21



Firematic
SUPPLY COMPANY, INC.

Payment is due upon delivery and acceptance.

Any delay in payment will result in an interest penalty of .05% per day on the unpaid balance.

If more than one piece of apparatus is covered by this contract, the above terms of payment shall apply to each piece, and an Invoice covering each piece shall be rendered in the proper amount.

Seventh. In case the second party desires to test the apparatus, such test shall be made within ten (10) days after arrival at destination and a written report of such test forthwith delivered to the first party at its principal office at East Yaphank, New York. If no such test is to be made, or if no such report be made by the second party within ten (10) days after arrival, then said apparatus and equipment shall be considered as fully complying with customers specifications.

Eighth. It is agreed that the apparatus and equipment covered by this contract, shall remain the property of the first party, until the entire contract price has been paid, but if more than one piece of apparatus is covered by this contract, then each piece shall remain the property of the first party until the above listed price for such piece has been paid in full, and in case of any default in payment the first party may take full possession of the apparatus and equipment, or the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the apparatus and equipment up to date of taking possession.

Ninth. This contract to be binding must be signed and approved by an officer of Firematic Supply Co, Inc., or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual written agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed and attested by its authorized representatives dated on this day of 11/4/2021

FIREMATIC SUPPLY CO, INC.

By

M. V.

Date of Acceptance

11-11-21

Joseph M. Cavo, Mayor

By

Joseph M. Cavo

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 1, 2021

Danbury Fire Department
19 New St
Danbury, CT 06810

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Fitematic Supply Company, Inc., at its home office in E. Yaphank, NY, the apparatus and equipment herein named and for the following prices:

One (1) new Pierce demo pumper job number 36719 per attached specs	\$ 696,425.00
Includes 1 factory trip for final inspection with 3 members, graphics and all fees, Insurance	
Custom tool mounting	\$ 20,000.00
Paint the top of the cab and front #10 white	\$ 15,500.00
Changes to be done at Pierce, Bumper, stokes, front suction, seating, cabinets, monitor, extend-a-gun, intake valves, divider, extra shelves	\$ 52,800.00
2 extra poly trays	\$ 2,500.00
Loose equipment per attached quote	\$111,940.29
Total \$	899,165.29

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 100 working days after receipt of this order and the acceptance thereof at our office at E. Yaphank, NY, and to be delivered to you at Danbury Fire Department

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of the bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by the customer specifications. Any increased cost incurred by first part because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Firematic Supply Company Inc.

By:



Firematic
SUPPLY COMPANY, INC.

Revised: 11/1/2017

LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of February 9, 2022, is made and entered into by and between **TD EQUIPMENT FINANCE, INC.**, and its successors and permitted assigns ("Lessor"), and the **CITY OF DANBURY, CONNECTICUT**, a political subdivision of the State of Connecticut ("Lessee").

RECITALS

WHEREAS Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS Lessee is authorized under the constitution and laws of the State of Connecticut (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.1 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.2 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will cause an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount") to be deposited into the escrow fund created under that certain Escrow Agreement dated as of even date herewith (the "Escrow Agreement"), among Lessor, Lessee and TD Bank, N.A., as escrow agent (the "Escrow Agent"). As used herein, "Closing Date" means the date of Lessor's payment of the Funding Amount.

Section 1.3 Conditions Precedent. Lessor's payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

- (i) the Escrow Agreement duly executed by Lessee and the Escrow Agent;
- (ii) a certified copy of the resolution, ordinance or other required official action by Lessee's governing body, duly authorizing the execution and delivery of this Agreement and the Escrow Agreement and the performance by Lessee of its obligations hereunder and thereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;
- (iii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement, the Escrow Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;
- (iv) evidence of insurance coverage or selfinsurance as required by Article V;
- (v) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;
- (vi) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;

Internal

Internal

- (vii) a properly completed and executed IRS Form 8038-G;
- (viii) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment and any other collateral with respect to this Agreement;
- (ix) waivers of third parties holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; and
- (x) such other documents as may be reasonably requested by Lessor.

Section 1.4 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. The Funding Amount shall be disbursed as provided in the Escrow Agreement. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee's obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section II.1 Term. The term of this Agreement (the "Lease Term") shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the "Original Term"); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee's fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a "Renewal Term"), up to the maximum Lease Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section II.2 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the "Rental Payments") and on the dates (each a "Payment Date") as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section II.3 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee's budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section II.4 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an "Event of Nonappropriation"), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of

Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section 10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor's instructions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required hereunder. In addition, upon an Event of Nonappropriation, Lessor may, direct the Escrow Agent to release to Lessor any portion of the Funding Amount and any earnings thereon remaining on deposit in the escrow fund established under the Escrow Agreement.

Section II.5 Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee's obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee's obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE III PURCHASE AND PREPAYMENT

Section III.1 End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of \$1.00 to Lessor.

Section III.2 Optional Prepayment. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section III.3 Mandatory Prepayment from Excess Funding Amount. Any portion of the Funding Amount not applied to the costs of the Equipment and remaining in the escrow fund established under the Escrow Agreement on the earlier of (a) the expiration of the Escrow Period (as defined in the Payment Schedule) and (b) the date on which Lessee executes the final Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

Section III.4 Release of Lessor's Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor's security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor's security interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section IV.1 Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code"), duly organized and existing under the Constitution and laws of the State and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.

(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) To the best of Lessee's knowledge, the execution, delivery and performance of this Agreement by Lessee does not in any material respect (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee's current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a "Lien") on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee's financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor and that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.

Section IV.2 Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which

do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

ARTICLE V INSURANCE

Section V.1 Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor and its assigns from liability in all events, with a coverage of not less than \$1,000,000 per occurrence, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section V.2 Insurance Requirements. All insurance policies required by Section 5.01 shall be taken out and maintained with insurance companies rated not less than "A" by A.M. Best Company and otherwise acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor and its assigns as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor and its assigns as lender's loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. Lessee may self-insure against the risks described in Section 5.01 with the prior written consent of Lessor.

ARTICLE VI ADDITIONAL OBLIGATIONS

Section VI.1 Use and Maintenance of Equipment: Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have)

require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section VI.2 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section VI.3 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section VI.4 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section VI.5 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 270 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time. The financial statements and reports described herein may be delivered by making such information available on the website of Municipal Securities Rulemaking Board Electronic Municipal Market Access or its successor ("EMMA") (www.emma.msrb.org).

Section VI.6 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section VI.7 Filing of Agreement. Lessee shall use reasonable commercial efforts to provide to Lessor with advance notice of its intention to file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) and the opportunity to provide Lessor's redactions to the extent permitted under applicable MSRB rules or federal securities law, if any. Provided, however, that the foregoing shall not prevent Lessee from complying with any time restrictions imposed by the MSRB or any applicable state or federal securities laws and/or its obligations under any continuing disclosure agreements and Lessee shall make the final determination as to the information to be provided in its filings or submissions. Within five (5) business days of the execution of this Agreement, Lessor shall provide to Lessee its proposed redacted copy of this Agreement and any related documents for Lessee's use in complying with its continuing disclosure obligations and applicable securities laws. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; SECURITY INTEREST; NO WARRANTIES BY LESSOR

Section VII.1 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section VII.2 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) hereunder, Lessee hereby

grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired), the escrow fund established under the Escrow Agreement and any and all proceeds of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

Section VII.3 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.

Section VII.4 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturers or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE VIII RISK OF LOSS; CASUALTY

Section VIII.1 Risk of Loss. As between Lessee and Lessor, Lessee, to the extent permitted by applicable law, bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Article VIII.

Section VIII.2 Notice of Loss. If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section VIII.3 Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee, to the extent permitted by applicable law, shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section VIII.4 Claims and Expenses. Lessee, to the extent permitted by applicable law, shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of

Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys' fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

ARTICLE IX ASSIGNMENT

Section IX.1 Assignment by Lessor. Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section IX.2 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

Section 9.03 Costs relating to Assignment. Lessor, or assignees of Lessor, shall be responsible for any and all costs and expenses, including reasonable attorney's fees and expenses, in connection with any assignment pursuant to Section 9.01.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section X.1 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee's failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee's failure to materially perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) Reserved

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate in an amount in excess of \$100,000; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary

petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section X.2 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to, attorneys' fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment;

(c) By written notice to the Escrow Agent, Lessor may direct the Escrow Agent to release any portion of the Funding Amount and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations hereunder; and

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section X.3 Return of Equipment; Release of Lessee's Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer's representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein.

Section X.4 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the "Default Rate"), from such date.

Section X.5 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such

term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section X.6 Costs and Attorneys' Fees. Upon the occurrence of an Event of Default and to the extent permitted by applicable law, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorneys' fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section XI.1 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereto or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.

Section XI.2 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section XI.3 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section XI.4 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms "Article" and "Section" refer to an article or section of this Agreement and the terms "Exhibit" and "Schedule" refer to an exhibit or schedule to this Agreement, and (g) the symbol "\$" refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America

Section XI.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section XI.6 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish,

reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section XI.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section XI.8 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section XI.9 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section XI.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section XI.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section XI.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section XI.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section XI.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature or a signature affixed by DocuSign that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

CITY OF DANBURY, CONNECTICUT
Lessee

TD EQUIPMENT FINANCE, INC.
Lessor

By: _____
Name: Dean Esposito
Title: Mayor

Address:

155 Deer Hill Ave
Danbury, CT 06810

By: _____
Name: Alison L. Sauter
Title: Senior Manager

Address:

12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

SCHEDULE 1

Equipment Schedule

1. Equipment Description: The Equipment consists of the following:
 - (1) New Pierce Fire Pumper, customer tool mounting, and any related attachments or accessories, further described in the Firematic Supply Co., Inc. contract dated November 1, 2021.
2. Equipment Location: The Equipment is or will be located at Danbury Fire Department
19 New Street, Danbury CT 06810

SCHEDULE 2

Payment Schedule

1. Closing Date: February 9, 2022
2. Funding Amount: \$900,000.00
3. Escrow Period: Period ending February 9, 2024
4. Interest Rate: 1.360%
5. Rental Payments:

	Payment Date	Rental Payment	Interest	Principal	Outstanding Balance
	2/9/2022				\$ 900,000.00
1	2/9/2023	\$ 187,410.13	\$ 12,240.00	\$ 175,170.13	\$ 724,829.87
2	2/9/2024	\$ 187,410.13	\$ 9,857.69	\$ 177,552.44	\$ 547,277.43
3	2/9/2025	\$ 187,410.13	\$ 7,442.97	\$ 179,967.16	\$ 367,310.27
4	2/9/2026	\$ 187,410.13	\$ 4,995.42	\$ 182,414.71	\$ 184,895.56
5	2/9/2027	\$ 187,410.13	\$ 2,514.57	\$ 184,895.56	\$ 0.00
Grand Totals		\$ 937,050.65	\$ 37,050.65	\$ 900,000.00	

6. Purchase Price: The Purchase Price is an amount equal to the greater of (i) 101% of the outstanding principal balance of the Rental Payments or (ii) the outstanding principal balance of the Rental Payments plus the Yield Maintenance Fee. As used herein, "Yield Maintenance Fee" means an amount equal to (i) the outstanding principal amount of the Rental Payments multiplied by (ii) the Interest Rate set forth above minus the bond equivalent yield for United States Treasury securities with a maturity date closest to the remaining Lease Term and multiplied by (iii) the number of days in remaining in the Lease Term and divided by 360.
- 7.

EXHIBIT A

**From of
LESSEE RESOLUTION
TO BE PROVIDED BY LESSEE**

EXHIBIT B

Form of

INCUMBENCY CERTIFICATE

The undersigned, the duly appointed and acting Legislative Assistant of the City of Danbury, Connecticut ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of February 9, 2022 (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
<u>DEAN ESPOSITO</u>	<u>MAYOR</u>	_____
<u>DANIEL P. JOWDY</u>	<u>CITY TREASURER</u>	_____
<u>DAVID W. ST. HILAIRE</u>	<u>DIRECTOR OF FINANCE</u>	_____

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of _____, 2022 approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of _____, 2022.

By: _____
 Name: Jean Natale
 Title: Legislative Assistant

EXHIBIT C

Form of

OPINION OF COUNSEL TO LESSEE
[Place on Letterhead of Counsel to Lessee]

FORM OF OPINION ACCEPTABLE TO TDEF TO BE PROVIDED SEPARATELY BY BOND COUNSEL

EXHIBIT D

Form of
ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement dated as of February 9, 2022 (the "Agreement") between TD Equipment Finance, Inc. and the City of Danbury, Connecticut ("Lessee")

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers and dealers' invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: _____

CITY OF DANBURY, CONNECTICUT

By: _____
Name: _____
Title: _____



19

CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810-7769

DAVID ST. HILAIRE
DIRECTOR OF FINANCE

(203) 797-4652
FAX: (203) 796-1526

MEMORANDUM

TO: Mayor Dean Esposito via the City Council

FROM: David St. Hilaire, Director of Finance

DATE: January 24, 2022

CERTIFICATION

SUBJECT: Certification of Funds – Airport – Hoyle Tanner and Associates (HTA)

Pursuant to the January 6, 2022, letter from the Airport Administrator, Michael Safranek to the FAA, I hereby certify \$83,106 of funding for the cost of the proposal from Hoyle Tanner and Associates (HTS) for the Taxiway Charlie Design from the following accounts:

\$69,000	Assigned Fund Balance – Capital (002-3700.0500)
<u>\$14,106</u>	Airport – Part-Time Salaries (002-2070-5040-1000)
\$83,106	Total

Upon City Council approval, there will be an operating transfer out to Airport Projects in the Special Revenue Fund. Please feel free to contact me should you require any additional information.



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

Danbury Municipal Airport
P. O. Box 2299
Danbury, CT 06813
(203) 797-4624
Fax: (203) 796-1569

19-1
Michael Safranek
Airport Administrator

January 24, 2022

TO: Mayor Dean Esposito
City Council Members

FROM: Michael Safranek – Airport Administrator

Subject: Airport Taxiway Charlie Design Contract

Attached is a Resolution for a contract between the City of Danbury and Hoyle Tanner and Associates (HTA) to conduct a Design for Taxiway Charlie. This design will be either a rehabilitation or a reconstruction, depending on the core samples and the Federal Aviation Administration (FAA) determination.

This contract is for design only. It will be part of the AIP grant for Charlie Taxiway, which will be submitted once a determination (rehabilitation or reconstruction) is made. The cost of this Design Contract is reimbursable under the FAA AIP Grant.

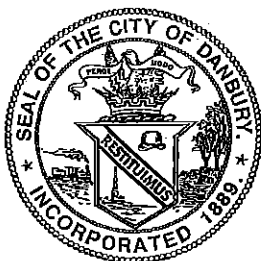
Once the AIP Grant is submitted, the city can expect a 97.5% reimbursement on this portion of the contract (Design).

If you have any questions, please feel free to contact me.

Sincerely

A handwritten signature in cursive script, appearing to read "Michael Safranek", is written over the printed name.

Michael Safranek
Danbury Municipal Airport



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, Danbury Airport is an essential component of the Connecticut transportation system and an economic engine for the City of Danbury. In order to enhance airport safety, the City of Danbury wishes to update Taxiway Charlie; and

WHEREAS, Danbury Airport wishes to apply to enter into a contract with the Airport's Engineering/Consulting firm: Hoyle Tanner and Associates (HTA) at a cost of \$83,106; and

WHEREAS, this contract will allow the process for the update of Taxiway Charlie to begin by determining whether the Taxiway will be rehabilitated or need a full reconstruction. This will be determined by the using the components of this Design Contract; and

WHEREAS, the City of Danbury intends to apply to the Federal Aviation Administration for a grant for the purpose of obtaining reimbursement, for the cost of this Taxiway Charlie Design; and

WHEREAS, pursuant to the Federal Aviation Administration grant application process, 90% of the grant funds (\$74,700) will be committed by the Federal Aviation Administration, 7.5% of the grant funds (\$6,225) will be committed by the State of Connecticut and the City will be responsible to fund 2.5% of the total grant amount (\$2,075), when City ultimately secures said grant.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council authorizes Mayor Dean Esposito and/or Michael Safranek, Airport Administrator, to enter into a contract with Hoyle Tanner and Associates for the purposes of Designing Taxiway Charlie either as a rehabilitation or as a reconstruction

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

for
Data Collection for Taxiway C Design

Hoyle Tanner Project 17.042830.00

AIP No. 3-09-0006-xxx-2022

at
DANBURY MUNICIPAL AIRPORT
 Danbury, Connecticut

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BASIC AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 2022 by and between the City of Danbury, acting through its Mayor, Dean Esposito, (hereinafter referred to as the Owner), and Hoyle, Tanner & Associates, Inc., 150 Dow Street, Manchester, New Hampshire 03101, (hereinafter referred to as the Engineer), for assisting the City of Danbury with Taxiway C Design. This assistance is in connection with improvements to the Danbury Municipal Airport as hereinafter specified:

WITNESSETH THAT:

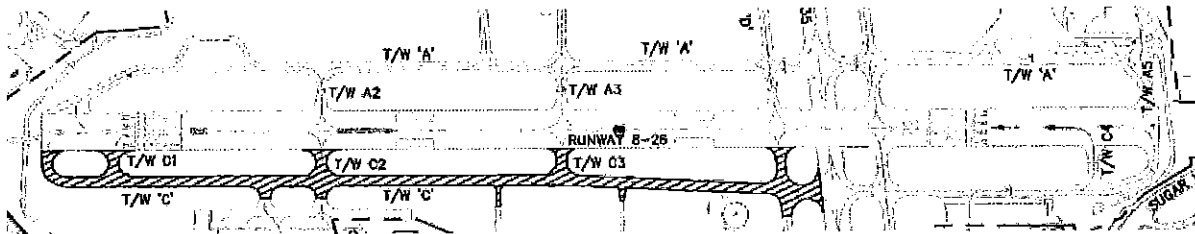
WHEREAS, the Owner desires professional engineering services in connection with the aforesaid services in connection with the project, in compliance with the regulations of the Federal Aviation Administration (FAA) and the Connecticut Airport Authority (CAA), hereinafter referred to as the State Agency, both of which are participating in the funding of this Project.

NOW THEREFORE, the Engineer estimates that fees will total **eighty-three thousand one hundred six and 00/100 (\$83,106.00)** for this Project, not to be exceeded unless a supplemental agreement is executed by both parties to the Contract with approval by the participating Agencies named above, agrees to furnish the necessary professional engineering services to the Owner in accordance with the following Articles and with Exhibit "D" (Fee Estimate).

GENERAL SCOPE OF SERVICES

I. PROJECT DESCRIPTION

Taxiway C on the west side of RW 17-35 at Danbury Municipal Airport was last reconstructed in 1979, and in a recent comprehensive airport pavement condition survey was assigned a PCI of 46. TW C is lighted, asphalt, TDG II, full parallel with dimensions of (3,445' x 40'). Within the project area TW C abuts stub Taxiways C1, C2, C3 and intersects with TW D and RW 17-35. The project scope does not include TW C or stub TW C4 on the east side of RW 17-35 which was reconstructed in 2011. Therefore, the length of TW C that is proposed in the project is approximately 2,900', in addition to stub taxiways C1, C2, C3, and two small portions of TW D. See sketch below, hatching represents project area:



The scope of this project is to perform data collection for topographic survey, wetlands delineation, and geotechnical investigation. The geotechnical investigation will facilitate a pavement analysis that will help determine the depth of required rehabilitation or reconstruction. Wetland delineation and survey will assist in future final design efforts and will be required regardless of the results of the geotechnical investigation.

II. SCOPE OF SERVICES

ARTICLE I - PROJECT ADMINISTRATION

The Consultant shall provide project administration services as required and as requested by the Sponsor during the design and construction periods. The Consultant's services under this paragraph shall include:

- 1.1 Prepare scope and make revisions in order to prepare an accurate scope and fee for the project with the Sponsor, CAA and FAA.
- 1.2 Review fee with Sponsor and Negotiate IFE process. Revise scope and fee as necessary to reflect the changes.
- 1.3 Prepare Contract Documents and supporting back-up documentation required in connection with the Project.
- 1.4 Assist sponsor in drafting the FAA ANE Notice of Intent letters for funding updates.
- 1.5 Prepare and submit FAA Proposed Project Worksheet.
- 1.6 Create a 3-Year DBE Plan using predicted future CIP projects and previous DBE participation for the FY 2021-2023 timeframe. Submit to client and to FAA's Civil Rights software portal for review by FAA DBE Compliance Specialist.
- 1.7 As reasonably requested, provide assistance with any other administrative-type work required by the Sponsor in connection with the Project.
- 1.8 Develop and manage the project schedule.

- 1.9 Coordinate with project team members throughout the project.
- 1.10 Manage Project budget.

ARTICLE II – DATA COLLECTION

- 2.1 Coordinate scope of work with geotechnical investigation firm to include soliciting scope of work and fee proposal, document review and negotiation.
- 2.2 Field visit to stake out location of borings, assume 10 hrs of Engineer I or Project Representative.
- 2.3 Coordinate scope of work with survey firm to include soliciting scope of work and fee proposal, document review and negotiation
- 2.4 Coordinate scope of work with wetlands investigation firm to include soliciting scope of work and fee proposal, document review and negotiation
- 2.5 Provide airport escort services for all three subconsultants to include on site escort, liaison with airport and tower, travel and expenses. Assume 30 hrs of Engineer I or Project Representative.
- 2.6 Perform post collection data analysis for geotechnical investigation.
- 2.7 Perform post collection data analysis for topographic survey.
- 2.8 Perform post collection data analysis for wetlands delineation.
- 2.9 Organize wetland delineation data and determine the extent of NEPA requirements and Local, State, or Federal permitting requirements.

****SCOPE ITEMS FOR SUBCONSULTANT WORK FOR ARTICLE II, NOT HOYLE TANNER WORK****

A. Geotechnical Investigation:

A geotechnical investigation is required to assist in evaluating the existing condition of Taxiway 'C' base and subbase materials in order to determine the full extent of the project.

A Professional Geotechnical Engineering firm will be retained to obtain information regarding subsurface conditions and soil properties on which to base the design of pavement sections.

- Hoyle, Tanner will lay out and locate test locations.
- Geotechnical firm to contact Dig Safe and any other necessary subsurface investigation firm if Dig Safe will not enter within the secured area.
- No badging or security training required.
- All sampling and testing will be in accordance with FAA Advisory Circular 150/5320-6 "Airport Pavement Design and Evaluation" and applicable referenced standards.
- The approximate proposed locations of the subsurface investigations for this project are shown on the attached drawing.
- Tim Audet (taudet@hoyletanner.com), the construction administrator for the project, will be your contact for determining date of taxiway closure. All efforts will be made to give the airport ample notice. It is anticipated that this work be completed prior to January 15, 2022.
- The following is a description of the tasks required:

For the geotechnical investigation perform the following tasks:

Task 1.1:

- Perform fifteen (15) in-pavement borings: core pavement, drill, log, and continuously sample borings to a depth of 10 feet or refusal, whichever occurs first. A field boring log will be developed based on recovered samples, cuttings, and observations using the procedures of ASTM D2488, Standard Practice, for Description and Identification of Soils (Visual Manual Procedure). Samples will be preserved for transport to the geotechnical laboratory. Groundwater will be observed as the drilling progresses and measured at the completion of each boring. Pavement shall be repaired where borings are taken. The Geotechnical Engineer will be responsible for sweeping the runway clean to the satisfaction of Hoyle Tanner and the Airport Manager at the completion of each boring.

Task 1.2:

- Fifteen (15) Sieve gradation analysis of soil samples at recommended depths and liquid and plasticity limits (for proposal purposes, estimate 5 Atterberg's) if required in order to completely classify the soils per the Unified Soil Classification (USC) system. Soils samples to test shall be determined by the geotechnical engineer and Hoyle Tanner.
- Three (3) hydrometer analyses to determine the percent of soil particles passing the 0.02mm sieve to determine frost susceptibility of the subbase and subgrade.
- Provide three (3) lab CBRs from material sampled at subgrade.

Task 1.3 – Field CBR's

- Perform four (4) in place CBR's in the location shown on the attached plan.

Task 1.4 – Report

- Prepare a report of geotechnical evaluation presenting the findings and conclusions. Provide **one (1)** electronic PDF via email/cd.

B. Topographic Survey:

Taxiway 'C':

The area being surveyed is approximately 28 acres. The area includes over 3,000' along Taxiway 'C', extends to the centerline of Runway 8-26 on the north side, includes the taxilane centerline on the apron to the south, ends at the edge of pavement of Runway 17-35 to the east, and extends to the outside of the service road and includes a portion of the drainage ditch to the west.

Control Points

Work shall include setting control points along Taxiway 'C', approximately every 500', which will result in 7-8 points. Points shall be marked with iron rods covered with caps, located in secure areas that will not likely be disturbed.

General:

Survey detail shall include observable above and below-grade drainage structures and culvert inverts as well as type of pipe, pipe sizes, and direction of flow (total structures unknown); sewer structures and inverts; telephone cable and electrical structures; poles and guy-wires; building and structure corners, finish floor elevations; pavement markings and traffic signs; benchmarks and observable property corners;

such as PK's nails, iron rods, etc.; tree lines, fence lines, etc.; edge of pavement; breaks in grade; soil borings and CBR's; navigational structures & equipment; taxiway and runway edge lights; airfield signs within the areas listed in the above tasks and attached sketch.

Survey pavements to the accuracy required to produce 0.5' contours. Survey all connecting pavements with enough detail to create an accurate digital terrain model. Provide all elevation observations to an accuracy of 0.01' (on pavement). At a minimum pavement shots should be on a 25' grid.

For all other areas such as turf, and forest, survey to the accuracy required to produce 1.0' contours. Survey areas shall have enough detail to create an accurate digital terrain model. Provide all elevation observations to an accuracy of 0.1'.

All survey for this project shall be based on NAVD 1988 for vertical datum and NAD 83 Connecticut State Plane Coordinates (US Feet) for horizontal datum.

Deliver a digital terrain model of the entire survey area either in an AutoCAD Civil3D 2018 or earlier format, or alternately, provide an AutoCAD Civil 3D 2018 drawing containing the TIN network in the form of 3D Faces, or provide a .xml file.

Elevation and location information shall also be submitted in an ASCII file in the following format:

- "Point #, Northing, Easting, Elevation, Description"

The point number must be numeric; alpha characters are not accepted by the design software used in our company. Point descriptions should be in the form of: runway, edge of pavement, etc. The delimiter, separating the data fields, shall be a comma.

A list of survey description labels used in the point file data shall be provided.

The drawings shall employ the attached standard layering scheme to identify objects and entities within the drawing.

The survey company shall provide one (1) copy of the reduced survey field notes and/or data collector printout, copies of all field book sketches, a complete list of points in ASCII format, and copies of any plans or deeds or other record data used in the preparation of the plan. In addition, stamped PDF plans shall be provided when the survey is accepted and complete.

C. Wetlands Survey:

1. The limits of wetland delineation required for this project are shown on the attached drawing.
2. Wetlands, surface waters and potential vernal pools within the project area shall be delineated, flagged and classified according to the USACE's Wetlands Delineation Manual in conjunction with the Regional Supplement to the USACE Wetland Delineation Manual: Northcentral and Northeast Regional Supplement (2012), the Connecticut's Inland Wetlands and Watercourses Act (IWWA: sections 22a-36 through 22a-45 of the General Statutes of Connecticut).
3. The wetland scientist shall provide a sketched plan clearly identifying the areas delineated. Wetland flags shall be recorded by a licensed surveyor or Hoyle Tanner and a site plan will be developed and provided to the wetland scientist for review and signature.

4. Provide a Wetland report in support of potential CT DEEP permitting requirements, including:
- Description of delineation methodology
 - The classification of each wetland based on the Classification of Wetland and Deepwater Habitats of the United States (Cowardin et al 1979; Updated 2013);
 - A description of the extent and type of soils, hydrology and existing vegetation within the wetlands and uplands, including the dominant plant species within the tree, shrub/sapling and herbaceous layers; and
 - Photos of all wetlands and potential vernal pools, if applicable, specifically showing impact areas and approximate size and location with vegetation.

If required, FHI Studio will prepare the following as additional services as noted in the attached fee:

- ACOE Wetland Determination Data Forms found in Appendix C of the USACE Wetland Delineation Manual: Northcentral and Northeast Regional Supplement (2012) for each delineated wetland (two transects and up to four forms assumed); and
- A brief listing of the functions and values of each wetland, commensurate to the scope of the project and wetland impacts, in accordance with either "The Highway Methodology Workbook Supplement, Wetland Functions and Values: A Descriptive Approach" (USACE New England District 1999).

ARTICLE III – PRELIMINARY DESIGN

The Consultant shall undertake designs of the various improvements included in the Project. Design Submissions will be made at Final Design stages. The Consultant's services under this paragraph shall include:

The following items included under Article III:

- 3.1 QC and organize all collected data from geotechnical investigator, surveyor, and wetland delineation consultants.
- 3.2 Develop and revise existing condition base files based on data file review.
- 3.3 Preliminary pavement design analysis to determine repair approach using FAARFIELD design software. This will include up to 3 alternatives, with a cost benefit analysis.
- 3.4 Recommend a preliminary pavement solution approach, including incorporation of current master plan study updated aviation forecast.
- 3.5 Analyze the difference between pavement solutions and summarize approximate environmental impacts, approximate conceptual project disturbance areas, and approximate costs.
- 3.6 Participate in one agency review meeting to present results of analysis discuss final design options.

III. SCHEDULE

The Consultant shall complete the services outlined in Articles I through V as follows:

- | | |
|----------------------|---------------|
| - Scoping Meeting | November 2021 |
| - Data Collection | January 2022 |
| - Preliminary Design | February 2022 |

COOPERATION

The Engineer shall cooperate with representatives and employees of the City of Danbury and the representatives of the State Agency and the Federal Aviation Administration, to the end that the project may proceed expeditiously and economically. It is understood that the Owner, the State Agency, and the Federal Aviation Administration will furnish the Engineer with any data pertaining to this work that they may have in their possession.


PRINCIPAL PARTIES CONTRACT APPROVAL SIGNATURES

Signed and Sealed in the Presence of:

**THE CITY OF DANBURY, CONNECTICUT
OWNER**

**HOYLE, TANNER & ASSOCIATES, INC.
ENGINEER**

Managing Attorney & Deputy Corporation Counsel



Witness

Dean Esposito
Mayor, City of Danbury, Connecticut



Robert M. Furey, PE, Senior Vice President
Director, Aviation Services Group

EXHIBIT "A"

ACKNOWLEDGMENT FORM

STATE OF CONNECTICUT)

) § Danbury _____, 2022

COUNTY OF FAIRFIELD)

Personally appeared Dean Esposito, Mayor of the City of Danbury, signer and sealer of the foregoing instrument, he being thereunto duly authorized, who acknowledged that he executed the same in the capacity and for the purpose therein stated, and that the same is his free act and deed, as Mayor, before me.


Commission of the Superior Court
Notary Public

STATE OF NEW HAMPSHIRE)

) § Manchester

COUNTY OF HILLSBOROUGH)

On this 11th day of January, **2022**, before me, **Fran Baldowski**, a Notary Public in and for said County and State, personally appeared **Robert M. Furey**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Senior Vice President, Director - Aviation Services Group, of Hoyle, Tanner & Associates, Inc., the officer that executed the within instrument, and acknowledged to me that said corporation executed it.



Notary Public in and for said County and State

My Commission Expires 4 August 2026



CITY OF DANBURY

OFFICE OF EMERGENCY MANAGEMENT

MATTHEW G. CASSAVECHIA, Director



TO: Honorable Mayor Dean Esposito
Honorable Members of the City Council

FROM: Matthew G. Cassavechia
Emergency Management Director

DATE: January 20th, 2022

RE: Memorandum of Understanding with the Salvation Army

Attached please find for your review a resolution to allow the execution of a Memorandum of Understanding (MOU) between the City of Danbury Office of Emergency Management and the Salvation Army.

The purpose of this MOU is to establish a beneficial relationship between the two parties in the event of a disaster, crisis, or other designated emergency. The Salvation Army is a recognized support agency with the capability to provide feeding, hydration and other basic emergency resources, utilizing either a mobile feeding canteen or local Salvation Army Corps as available.

The City of Danbury's Corporation Counsel has already reviewed the MOU.

Respectfully,

A handwritten signature in black ink, appearing to read "Matt G.", followed by a long horizontal line.

Matthew G. Cassavechia
Emergency Management Director



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2022

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, the City of Danbury Office of Emergency Management ("OEM") and The Salvation Army ("SA") would like to enter into a Memorandum of Understanding (MOU) for mutual assistance between the parties; and

WHEREAS, OEM has recognized SA as a support agency in the event of a disaster, crisis or other designated emergency with the capability to provide feeding, hydration and other basic emergency resources, utilizing either a mobile feeding canteen or local SA Corps as available; and

WHEREAS, the MOU establishes a beneficial partnership between the parties and that SA, in time of need is willing to provide the necessary services described in the MOU and to provide such assistance in a non-sectarian manner; and

WHEREAS, the initial term of the MOU will be twelve (12) months with one year renewals for a five (5) year period; and

WHEREAS, it is the best interests of the City of Danbury and OEM to enter into this MOU and maintain this use and relationship with the SA in this fashion.

NOW, THEREFORE BE IT RESOLVED THAT Mayor Dean Esposito, or his designee, Matthew Cassavechia, Director of Emergency Management, be and hereby is authorized to execute a Memorandum of Understanding between the Office of Emergency Management and The Salvation Army for the purposes herein listed and such related purposes as may be necessary for the furtherance thereof.

Memorandum of Understanding
[Partner Agency-Emergency Management]
And
The Salvation Army

Start Date: TBD

Expiration Date: TBD

Primary Contact – Name: Major Gilbert Parkhurst

Primary Contact – Cell: 508-330-4422

Primary Contact – Email: Gilbert.Parkhurst@use.salvationarmy.org

Secondary Contact- Name: Major BethEllen Parkhurst

Secondary Contact- Cell: 508-717-7556

Secondary Contact- Email: BethEllen.Parkhurst@use.salvationarmy.org

I. Parties

This Memorandum of Understanding is between [Partner Agency] and the Salvation Army (hereinafter SA).

Purpose

The purpose of this Memorandum is to set mutual understanding between the parties and acknowledge each party's responsibilities that both may continue to render maximum effective service in preparation of, response to, or recovery from a man-made or natural emergency or disaster.

The SA's legal authority to provide disaster services is reaffirmed in Section 5152 of the Stafford Act. The individual executing this MOU on behalf of SA is duly authorized, to give effect to this MOU pursuant to the authority granted by the attached resolutions adopted by the Board of Trustees of SA, which are unaltered and in full force and effect on the date hereof.

[Partner Agency] has recognized SA as a support agency in the event of a disaster, crisis, or other designated emergency with the capability to provide feeding, hydration, and other basic emergency resources (hereinafter FHR) utilizing either a mobile feeding canteen or local SA Corps as available.

This MOU establishes a beneficial partnership between the parties, and that SA, in time of need are willing to provide the necessary services described herein, and to provide such assistance in a non-sectarian manner. It is also understood that SA is a non-profit, volunteer based NGO, that will seek to provide services to the best of their ability at any time, but with the understanding that response and resources are based upon availability of resources at that time.

SA and [Partner Agency] will coordinate with the American Red Cross and/or any other necessary parties, to ensure efficient and effective services are delivered as required.

II. Responsibilities

The Salvation Army:

- A. SA agrees to provide feeding, hydration, and other basic resources before, during and/or after a disaster or emergency as needed and as resources are available. To accomplish this, and in coordination with [Partner Agency], SA will:
- i. Provide SA disaster training and management for its volunteers to assist in the provision of FHR support during a crisis or emergency.
 - ii. Participate in pre-incident planning with other private and/or public agencies regarding the provision of FHR support during a crisis or emergency.
 - iii. Provide, as requested by [Partner Agency], the use of one or more of SA's strategically positioned Mobile Feeding Units (canteens), to provide on-site meal preparation and delivery.
 - iv. Provide, if applicable, personnel expenses (i.e., salary, benefits including insurance, travel, lodging and any other compensation) for SA staff or the volunteers SA engages in this operation.
 - v. Carry and maintain at all times during the term of this MOU, and during the time that any provisions survive the term of the MOU, sufficient commercial general liability insurance to satisfy its obligations under this MOU, in order to hold the [Partner Agency] harmless from any claims, suits or demands that may be asserted against it by reason of any act or omission of SA, its subcontractors, employees or other agents in providing services under this MOU.
 - vi. Prepare and provide narrative situational and statistical reports to [Partner Agency] during and after a response, if requested.

B. MEMA

- i. Agrees to Notify the SA upon the threat of a disaster or emergency, or upon the occurrence of a disaster or emergency, of the determination by [Partner Agency] of a need for FHR support, and coordinate with SA to manage these activities. The notification will include the name of the [Partner Agency] point of contact, telephone number, other contact information and location for canteen to be deployed to (if known at that time).

- ii. Coordinate with SA and other private and public agencies to provide FHR services as necessary.
- iii. Review reports to monitor process and to coordinate with SA to resolve problems and issues as they arise.
- iv. Respect SA chain of command and work directly through those established protocols to affect a coordinated response to the disaster.
- v. Recognize that SA will always retain its identity; and
- vi. Assist in providing reimbursements to the SA when [Partner Agency] has received any dedicated funds to support response to a disaster or crisis

A. It is mutually agreed that:

- 1. This Memorandum will not supersede any laws, rules, or policies of either party.
- 2. [Partner Agency] and the SA agree to indemnify, defend, and hold harmless the other party as part of the MOU. Both parties are indemnified fully of the law because of any commodity and/or service used or provided in this MOU. This MOU does NOT impose any liability on the SA for the performance or non-performance of its members.

III. Activation

A representative from [Partner Agency] will contact the Points of Contact (POCs) listed at top of document to discuss the decision to activate and make the necessary arrangements.

IV. Funding

This MOU does not include nor indicate payment of funds between the two parties. A fee for long-term services may be negotiated if a high level of service is requested by [Partner Agency]. Any disbursement of funds must be agreed upon and approved prior to fee for service.

V. Terms

This Memorandum shall be effective upon signature of both parties. The initial term of the Agreement shall be 12 consecutive months, terminable upon notice of 90 days. The Agreement shall automatically and continuously renew for a five (5) year period, unless either party provides written notification of 90 days prior to the renewal date. The renewal date will be the same day and month of each year as the month and day the MOU was signed.

The parties expressly agree that this Memorandum is not intended and shall not be construed to create the relationship of employer, employee, agent, servant, partnership, joint venture or association between the parties hereto or any of their directors, officers, employees or agents.



September 24, 2021

Nothing in this Memorandum precludes the development of supporting plans, protocols, or other job aids to support this Memorandum, and improve the operational effectiveness of any of the tasks included in this Memorandum.

Nothing in this Memorandum precludes the parties from mutually agreeing upon event-specific actions to meet emergency needs.

The parties hereby agree that they will not incur any obligations on the part of the other party or act as agent of the other party and agree that neither party has the authority to bind the other.

VI. Capacity to Enter Memorandum

The persons executing this Memorandum on behalf of their respective entities hereby warrant that they have the right, power, legal capacity, and appropriate authority to enter this Memorandum on behalf of the entity for which they sign.

The Salvation Army NNE

[Partner Agency]

Signature

Signature

Printed name

Printed name

Title

Title

Date

Date



~PUBLIC HEARING REPORT~
Disposition of City Property – 3 Post Office Street
Wednesday, January 19, 2022

Call To Order:

City Council President Vinny Digilio called the Public Hearing to order at 7:02 pm.

The Pledge of Allegiance:

The pledge was led by Mayor Dean Esposito

Roll Call:

COUNCIL MEMBERS PRESENT: Buzaid, Cavo, Eriquez, Levy, DiGilio, Rotello, Visconti, Esposito, Stanley, Masi, Henry, Perkins, Chianese.

COUNCIL MEMBERS ABSENT: Knapp, Halas, Fox, Palma, Britton, Santos, Cammisa, Molinaro

PRESENT: 13, ABSENT: 8

City Council President Vinny Digilio explained they were there for the disposition of City property at 3 Post Office, he read the legal notice for the record. Asked if any member of the public wants to speak.

Public Input:

1. Steven DeMoura – representative for adjacent property owner spoke in favor.
2. Joseph DaSilva - downtown property owner spoke in favor.
3. Dean Esposito – Mayor and city resident spoke in favor.

A motion was made by Councilman Levy and seconded by Councilman Rotello, to close the public speaking part of the hearing. The motion passed unanimously.

A motion was made by Councilman Levy, and seconded by Councilman Rotello, to adjourn. The motion passed unanimously. The meeting adjourned at 7:13pm

~AD HOC REPORT~
Acceptance of Road- Corner Pond Road
Monday, January 24, 2022

Chairman Henry called the meeting to order at 5:02 p.m. on Monday, January 24, 2022. Present was Committee Member Councilman Jack Knapp, absent was Committee Member Councilman Paul Rotello. From the City were Director of Public Works/City Engineer Antonio Iadarola, Attorney Robin Edwards, David Null with the Engineering Department. Also present were Attorney Neil Marcus and Anthony Lucero (petitioner).

Mr. Henry noted the purpose of this meeting is to discuss acceptance of Corner Pond Road. The Planning Commission, Corporate Counsel and the Engineering Department gave a positive report.

Ms. Edwards commented the petitioner is requesting the City accept the roadway known as Corner Pond Court, as a City Street. The subdivision regulations in the City ordinances require the petitioner to request that the City accepts the mentioned road, as a City road. Furthermore, the Pond View Estates subdivision was approved by the Planning Commission in March 2014. The subdivision approval requires the petitioner to deed the road, drainage facilities and easements to the City. The Planning Commission issued a positive 8/24 referral. The City will work with the petitioner to make any necessary amendments and modifications. If the necessary documentation is not provided to the City, by March 16, 2022, Mr. Lucero must renew the road bond.

Mr. Iadarola stated he supports acceptance of Corner Pond Road by the City. He noted the City must retrieve all legal documents before the road bond deadline.

Mr. Knapp asked who will be managing the road bond deadline. Ms. Edwards responded the Finance Department and Planning Commission are managing the road bond deadline. The City will be notified if the road bond is unsatisfactory.

Mr. Henry noted the Planning Commission voted unanimously for a positive recommendation of this matter.

Mr. Marcus commented the site is considered historic. He noted City Council will make the final decision regarding the acceptance of Corner Pond Court.

A motion was made by Councilman Knapp and seconded by Chairman Henry, to close the public speaking part of the hearing. The motion passed unanimously.

A motion was made by Councilman Knapp and seconded by Chairman Henry, to recommend the City to accept the road known as Corner Pond Court, along with the easements and drainage facilities subject to the following conditions, that the petitioner provide and complete the deed, and any and all necessary related, and required documentation, in a form substance satisfactory to the Office of Corporation Counsel, and number two, the road bond be renewed, if all required, and necessary documentation is not provided to the City on or before March 16, 2022. The motion passed unanimously.

A motion was made by Councilman Knapp, and seconded by Chairman Henry, to adjourn. The motion passed unanimously. The meeting adjourned at 5:10 p.m.

Respectfully submitted,

Mike Henry, Chair

Jack Knapp



CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL

155 DEER HILL AVENUE
 DANBURY, CONNECTICUT 06810
 (203) 797-4518 * FAX (203) 796-8043

January 24, 2022

Councilman Michael Henry, Chair
 Members of the Ad Hoc Committee
 155 Deer Hill Avenue
 Danbury, CT 06810

Re: Pondview Development, LLC
 Acceptance of City Road, Drainage Facilities and Easements
 October 2021 City Council Agenda Item #4

Dear Chairman Henry and Committee Members:

Please accept this letter as a status report on the above referred to agenda item. The petition by Pondview Development, LLC seeks to have the City Council accept the roadway known as Corner Pond Court, together with drainage facilities and easements located within the subdivision known as Pondview Estates. Pursuant to a requirement of the Petitioner's subdivision approval, the Petitioner is required to deed the road, drainage facilities and easements to the City.

We note that in addition to referring this request to the Planning Commission you have also referred this request to the City Engineer for review and consideration. It is our understanding that the Planning Commission issued a positive C.G.S. Section 8-24 referral at the November 3, 2021 meeting. The proposed deed and other documentation have been submitted to the City for review by Attorney Marcus. The proposed documentation has been reviewed by our office and is in the process of being finalized by Attorney Marcus to meet our requirements.

Accordingly, if you are inclined to accept the road, drainage facilities and easements once you have received a favorable report from the City Engineer please do so subject to the completion of all necessary and required documentation in a form and substance acceptable to this office.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

Robin L. Edwards
 Assistant Corporation Counsel

cc: Antonio Iadarola, P.E., Director of Public Works/City Engineer
 Sharon B. Calitro, AICP, Director of Planning
 Jennifer Emminger, AICP, Deputy Planning Director
 David Null, P.E.
 Neil R. Marcus, Esq.

Robert J. Yamin
 Corporation Counsel
r.yamin@danbury-ct.gov

Laszlo L. Pinter
 Managing Attorney and
 Deputy Corporation Counsel
l.pinter@danbury-ct.gov

Robin L. Edwards
 Assistant Corporation Counsel
r.edwards@danbury-ct.gov

Dianne E. Rosemark
 Assistant Corporation Counsel
d.rosemark@danbury-ct.gov



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4641 FAX (203) 796-1586

ENGINEERING DIVISION

ANTONIO IADAROLA, P.E.
DIRECTOR OF PUBLIC WORKS/
CITY ENGINEER

January 24, 2021

Honorable Dean Esposito
City Council - City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810

Request for Final Acceptance of City Road and Easements – Corner Pond Court

Dear Mayor Esposito and City Council Members:

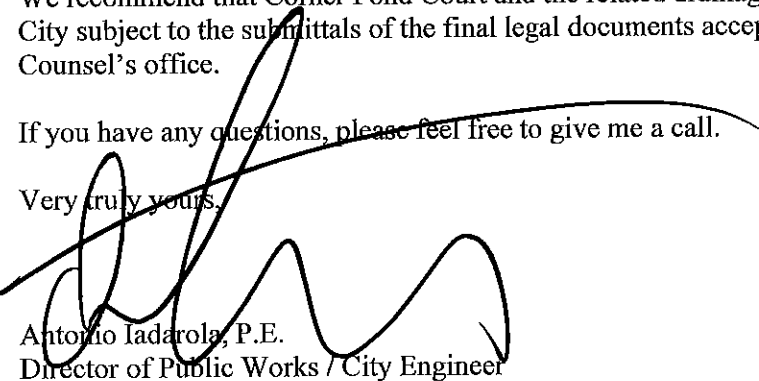
At the October 2021 City Council meeting, the request for the acceptance of the City Road and drainage easement (right to drain) in favor of the City for the above-noted property and newly constructed road was referred to our office for a report.

The Engineering Division, along with the Public Service Division, has been working with the developer to ensure that the new road and cul-de-sac meets City standards. The proposed road installation along with the drainage easement (right to drain) has been approved by both divisions.

We recommend that Corner Pond Court and the related drainage easement be accepted by the City subject to the submittals of the final legal documents acceptable to the Corporation's Counsel's office.

If you have any questions, please feel free to give me a call.

Very truly yours,


Antonio Iadarola, P.E.
Director of Public Works / City Engineer

cc: Tim Nolan, Superintendent of Public Services.
Sharon Calitro
Laszlo L. Pinter, Esq.



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

PLANNING COMMISSION
www.danbury-ct.gov

(203) 797-4525
(203) 797-4586 (FAX)

November 4, 2021

To: Mayor Joe Cavo
Members of City Council

From: Planning Commission

Re: 8-24 Referral – 8-24 Referral – 8-24 Referral – October 2021 City Council Agenda
Item #4: Acceptance of City Roadway – Corner Pond Court, Pondview
Development LLC.

The Planning Commission has received a request from the City Council for a report pursuant to CT General Statutes/Sec 8-24, regarding the above referenced item.

At the November 3, 2021 meeting, the Planning Commission voted to give a **positive** recommendation for the above referenced request subject to completion of the outstanding items noted in correspondence from the Engineering Division of the Department of Public Works dated October 27, 2021 and submission of all final plans and documents required for dedicated/conveyance in form and content acceptable to the Engineering Division of the Department of Public Works and the Office of the Corporation Counsel.

Mr. Chiocchio made the motion to give this request a positive recommendation. Mr. Haas seconded the motion and it was passed unanimously by voice vote with five ayes (from Mr. Chiocchio, Mr. Haas, Mrs. Hoffstaetter, Mr. Salvagne, and Vice-Chairman Urice).

Joel B. Urice
Vice-Chairman

JBU/jr

c: Engineering Dept.
Corporation Counsel



Danbury Library

170 Main Street, Danbury, CT 06810 203.797.4505
danburylibrary.org

DATE: January 19, 2022

TO: Honorable Mayor Dean Esposito
Members of the City Council

FROM: Katie Pearson, Library Director

RE: City Council Meeting Report
Reporting Period - December, 2021

Community Engagement: In December, the library reached 70,282 patrons via our social media and web presence. The library increased the amount of postings to Tiktok which enables us to reach a wider and more diverse patron base.

Patron Testimonials:

"The junior library is beautiful in the new way it is set up. It is very accessible to children and adults. I love working with the librarians in the junior library! They're always recommending great books!" - Deborah

"Maggie is very helpful and awesome, 5 thumbs up!"

"Learned so much from the knowledgeable presenter about the various ways the Roosevelts celebrated Christmas." (The Roosevelts at Christmas program)

"The library is doing a great job for all age ranges in the family!"

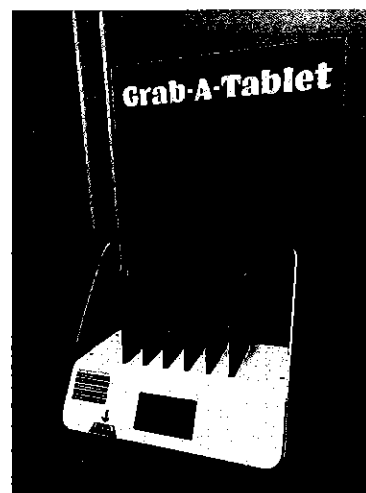
"Please continue to have these classes. The social interaction and cooking together with other kids is what I enjoyed most." (Kids in the Kitchen)

"Chris and Reena were very helpful and patient. I am not computer savvy, but they both provided excellent customer service." - Maddie

Use of Library Materials and Services:

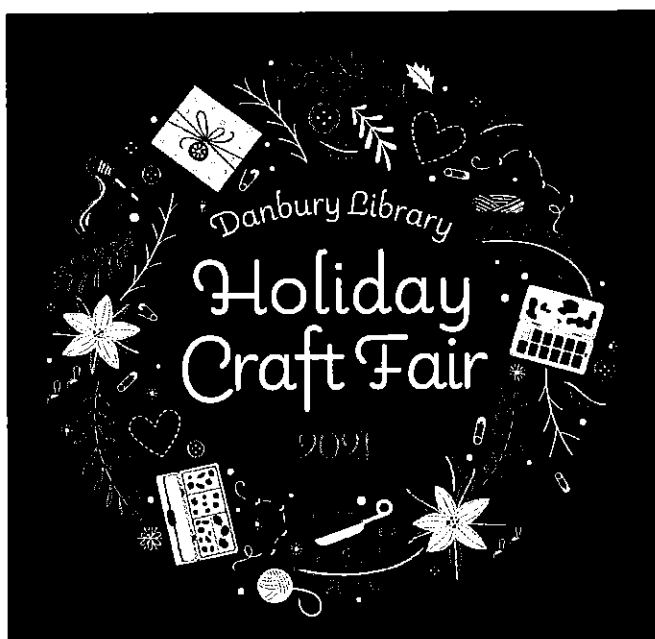
6,302 adult items and 3,825 junior and teen items were circulated in December. The library fulfilled 974 inter-library loan requests.

Use of Library's Remote and Electronic Services: The library's computers and printers were used 2,112 times. The library's databases were used 219 times. A total of 1,338 ebooks and audiobooks were circulated. The library app was used 1,684 times. The library has a new Hubletstation which allows patrons to check out a tablet while they are inside the library. So far, this has been very popular, especially for families.



Library Programs:

On December 4th, the library held its annual Holiday Craft Fair, with 30 vendors. Tuba Christmas played on the Plaza. There were over 150 people in attendance, and the event led up to the "Light the Lights" on the plaza that evening.



More programs hosted and facilitated in December included:

"The Night Before Christmas" Live Storytime
Trivia Night at Charter Oak
Holiday Cookie Decorating
Lawyers in Libraries: A Free Clinic
ESL & Digital Literacy
Speedcubing Club
Kids in the Kitchen
History and Legends Through Songs
'Tis the Season! Holiday Traditions from the Golden Age of Radio
Toys, Trinkets, and Treasures: The Story of the Nesting Doll
America's Favorite Holiday Movie: A Look Inside It's a Wonderful Life
Danbury's Got, Holiday Edition
Deck the Halls! Grab and Go Upcycled DIY Ornaments Kits
The Roosevelts at Christmas
Grab & Go: Winter Solstice Lanterns
Grab & Go: Make a Pinecone Owl Ornament
Take & Make Holiday Crafts

The library's three study pods were used 83 times and the recording studios were used 6 times.

Grant Applications:

The Danbury Library currently has programs supported by the the the following active grants:

Grant Agency	Grant Amount	Program Supported
CT State Construction Grant	\$100,000	Junior Floor
ALA Dollar General American Dream Literacy Initiative	\$5,000	Language Services



CITY OF DANBURY

DANBURY, CONNECTICUT 06810
DEPARTMENT OF ELDERLY SERVICES
ELMWOOD HALL
10 Elmwood Place
(203) 797-4686
www.danburyseniors.org

DATE: January 24, 2022

TO: Honorable Mayor Dean Esposito
Members of the City Council

FROM: Susan M. Tomanio, MSW, LCSW
Director of Elderly Services

RE: Report City Council Meeting
Reporting Period: (12/20/21 – 1/14/22)

The Senior Center is open for in-person appointments and for pre-registered activities. Covid19 precautions, including masks and social distancing are still in effect.

COVID19 Home Test Kit Outreach and Distribution to Danbury Seniors.

Distribution

Jan 4th through 7th - 576 handed out outside, in front of Senior Center building and 44 delivered
Jan 12th through 14th - 860 handed out outside, in front of Senior Center building and 50 delivered

Total - 1,530 distributed (1,436 handed out in front of Senior Center building and 94 delivered)

Outreach

- Individual Phone Calls to homebound seniors
- Pre-recorded voice message calls to Senior Center Members
- Emails about COVID-19 At Home Test Kits to Resident Service Coordinators at the following senior housing locations: 198 Main St, 19 Main St, 51 Main St., 25 Beaver St.,

36 West Wooster, 84 West Wooster, 40 Williams St., 25 Memorial Dr., 38 Rocky Glen, 88 Main St., 132 Main St.

- Posted on Elmwood Hall – Danbury Senior Center Facebook Page, shared by COD Health Department
- Public Services Announcements in The News Times
- Phone call to New Hope Baptist Church Senior Fellowship Group
- News post on our website, www.danburyseniors.org

Elmwood Hall – Danbury Senior Center is again named a focal point for older adults by the Western CT Area Agency on Aging for 2022 – 2024. We appreciate very much this recognition from the State of Connecticut.

SchedulesPlus Software. Obtained via grant money from the PCLB Foundation, this new software solution will be used for contact management, activity registration, volunteer management, payments, donations, rides, services, mailing lists, surveys, reporting, and many other tasks performed daily at the department. The software went live on November 1, 2021.

Resource and Referral is now in-person by appointment, over the phone or via email.

CHOICES (Connecticut's program for Health insurance assistance, Outreach, Information and referral, Counseling, Eligibility Screening, i.e. Medicare A, B, D, Advantage, Medigap, Medicare Savings). CHOICES provides free, unbiased, information on state and federal programs. This service is now in-person by appointment at the Senior Center.

CHOICES / Resource and Referral / Senior Center. 578 seniors / 589 services provided

Services by Category: CHOICES (Connecticut's program for Health insurance assistance, Outreach, Information and referral, Counseling, Eligibility Screening, i.e. Medicare A, B, D, Advantage, Medigap, Medicare Savings) – 18

Financial – 2

Food – 11

Housing / Homeless / Home Repair – 8

In-Home Care / Assisted Living / Nursing Home – 5

Transportation – 8

Elder Law - 1

Medical Equipment - 0

Wellness Check - 4

Protective Services for the Elderly - 1

Taxes – 24

COD Property Tax Relief - 0

Supportive Counseling – 0

Senior Center – 134

"911" Emergency Calls - 0

Donations - 3

Medical – 0

Library Tech Support - 1
Rent Rebate - 1
Energy Assistance – 0
Covid19 Booster – 2
Covid19 Home Test Kits - 360
Other – 4

In Person / Zoom / Virtual Activities. Virtual on-demand activities will remain on our website. Classes and activities are now in-person at the Senior Center. Masks are required as well as social distancing. Participating through Zoom is an option for some programs. Programs include The Walking Club, Strength Training, Movers and Shapers, Multimedia Art Instruction, Tai Chi, Chair Yoga, Line Dance Instruction, Knit and Crochet, Woodcarving, Zumba Gold, Bingo, Movie Club, Coloring Circle, Trivia, and Gentle Flow Yoga.

Rent Rebate. CT State law provides a reimbursement program for Connecticut renters who are elderly or totally disabled, and whose incomes do not exceed certain limits. This program is conducted in-person, over the phone, through email, via text message, and postal mail. Program officially closed for the year on October 1, 2021
Clients, 8, Services, 31.
Final Applications Processed: 824 applications in State of CT portal.

Van Transportation Program. We have reinstated our van program to bring seniors who lack transportation to classes and programs at the Senior Center.

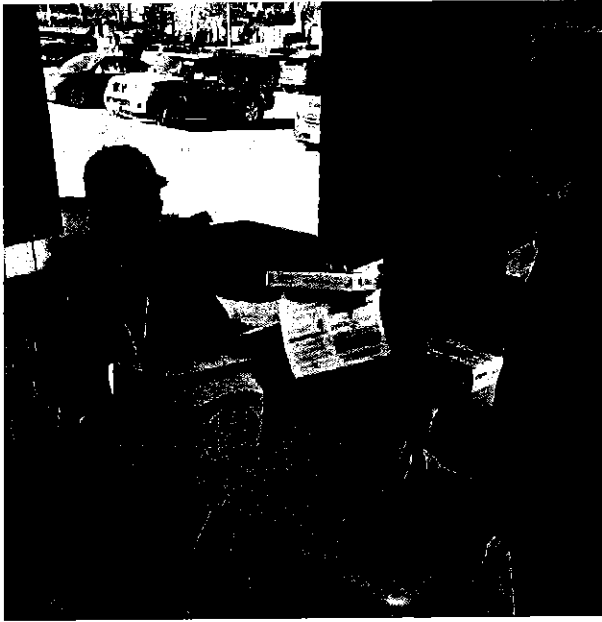
Week 1 – 43 one way rides
Week 2 – 29 one way rides
Week 3 – 29 one way rides
Week 4 - 43 one way rides
Total Number of One Way Rides = 144
Current Number of Seniors: 17
(Van did not run (Holidays) Dec.24, Dec. 31. (Inclement weather: Jan 5 and Jan 7.)

Senior Nutrition Grab and Go Meal Program. State funded through the Western CT Area Agency on Aging. The program provides four “COVID19” meals per week for a suggested donation of \$3 per meal.

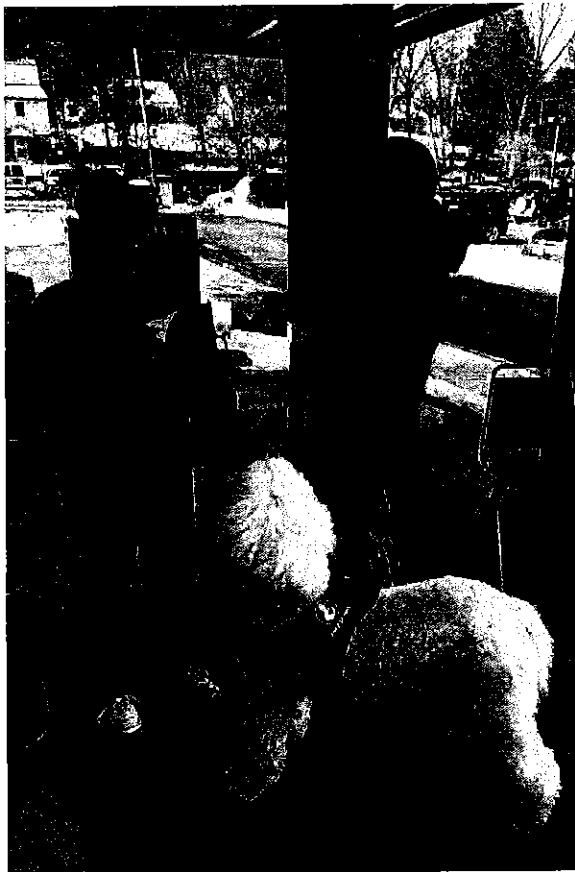
(Week 1) 32 meals provided to 8 seniors
(Week 2) 28 meals provided to 7 seniors
(Weeks 3) 15 meals provided to 5 seniors
(Week 4) 20 meals provided to 5 seniors
Total Number of Meals Delivered = 95
Current Number of Seniors = 4

Special Events.

Fall Prevention – Practical Solutions for Preventing and Reducing Falls in partnership Nuvance Health (Danbury Hospital) – 14 participants



Staff member Michelle McNamara hands out COVID19 Home Test Kits to Danbury seniors.



Director Susan Tomanio and Senior Center Therapy Dog, Logan, hand out COVID19 Home Test Kits to Danbury seniors.

The Prime Timers, Inc., Friends of Danbury Seniors, a 501c3, continues to accept monetary and non-monetary donations in support of the Elmwood Hall Senior Center. Susan M. Tomanio, MSW, LCSW, Director of Elderly Services, City of Danbury, serves at the interim president.

Please refer to our website or Facebook page for all the latest news, information and community events for Danbury seniors – www.danburyseniors.org

THE ELMWOOD EXTRA

Read All About It!

February / March 2022

A Publication of the Department of Elderly Services



Elmwood Hall

The club for people age 60 and up.

AARP Income Tax Return Assistance
Danbury Museum Lecture and Craft Series
Stroke Prevention
Gadgets and Gizmos Galore
Let's celebrate Spring with the Music of the 50's and 60's
Movie Club
BINGO

City of Danbury

Department of Elderly Services

Dean Esposito, Mayor

Susan M. Tomanio, LCSW, Director of Elderly Services

Michelle McNamara, Municipal Agent/Program Coordinator

Joyce Kuhn, Activities/Resource & Referral

10 Elmwood Place, Danbury, CT 06810

www.danburyseniors.org

Tel. 203-797-4686

HOURS OF OPERATION: MONDAY — FRIDAY 8:30 - 4:30

MESSAGE FROM THE DIRECTOR OF ELDERLY SERVICES

Susan M. Tomanio, MSW, LCSW



We are pleased to announce that the AARP Tax Aide volunteers will return starting February 7 to assist with tax returns. Due to COVID19 protocols, the program will look a bit different, but we are so happy to offer this service again. Appointments are necessary and you must wear a mask. We will continue to offer many of our regular programs both in person and over Zoom. We are still offering Grab and Go lunches, exercise programs, and some special events, including our Movie Club, Stroke Prevention, and the Danbury Museum Lecture/ Craft Series. Please stay well and take care of yourselves and each other. And remember, the best way to get important news from the Senior Center is to keep your membership information up to date.

**Elmwood Hall will be CLOSED on
Friday, February 11 and Monday, February 21**

**The Senior Center is open for in-person appointments and pre-registered activities only. Masks are required. Social distancing and other COVID-19 mitigation strategies remain in place. Due to the ever changing nature of the pandemic, programs and activities may change at any time.
We appreciate your patience.**

February / March Highlights

AARP Tax Return Assistance begins on February 7 and will run through April 13 on Monday and Wednesday mornings. Please call for an appointment to have your tax return completed by experienced AARP volunteers. This is a free service provided by the AARP. Due to COVID19 restrictions, you will be asked to wait in your car until the time of the appointment, unless you ride the van or walk over for your appointment. You will enter the building from the side door and check in with an AARP greeter. Please wear a mask to your appointment.

Danbury Museum Lecture and Craft Series on the second Wednesday of the month at 10:30 am at the Danbury Museum. On February 9 we will celebrate the art and artistry of Ms. Marian

Anderson. We will enjoy a special tour of her studio and a fireside chat. On March 9 we will focus on Danbury Women in WW2 with a focus on WASP (Women's Air Force Service Pilots) History and Danbury's own Eleanor Lowery. Please call to reserve your spot! Transportation to the Danbury Museum will be provided to those who need it. Please see page 5 under Education/ Lifelong Learning in this newsletter for a complete list of the topics throughout June.

Stroke Prevention on Friday, February 25 at 1:00 pm. Join Lauren Henriques, the Stroke Prevention Coordinator at Danbury and New Milford Hospitals to discuss: What are the signs and symptoms of a stroke? Who is at risk? What can one do to prevent a stroke? And, learn what

some of the latest treatment options are. Seating is limited. Sign up required.

Gadgets and Gizmos Galore on Tuesday, March 8 at 1:00 pm. Peter Crossett from SYNERGY Home Care of Danbury will talk about how the company got started and what is currently happening in the home care industry and how SYNERGY helps families. Stacey McIvor, MS, OTR/L, owner of Restore Mobile Therapy, LLC will discuss what Occupational Therapy is and how OT sets itself apart from other disciplines in the home. Stacey will present some simple tricks and inexpensive gadgets to make everyday life easier. A list of items presented will be provided. Be sure to bring questions about everyday tasks that you find challenging. Seating is limited. Sign up required.

Let's Celebrate Spring on Friday, March 25,

at 1:00 pm. Join us as Dan Schwartz, a troubadour, vocalist, and guitar player provides us with some music from the 50's and 60's to celebrate Spring. Each participant will receive a party favor bag. Seating is limited and pre-registration is required. Sponsored by SYNERGY HomeCare.

PLEASE NOTE



Movers and Shapers will move from Monday mornings at 11:15 am to Tuesday mornings at 8:45 am. This will begin on Tuesday, February 8. In addition, Strength Training will move from Wednesday mornings at 11:15 am to Friday mornings at 9:00 am, beginning on February 18. These classes will run this way through April 15. They will move back to their regularly scheduled day/times beginning Monday, April 18. These schedule changes are necessary to accommodate the AARP Tax Assistance program due to COVID19.

Van Transportation Program

Rides are provided to and from Elmwood Hall—Danbury Senior Center for activities and programs. Please call the center 48 hours in advance. Seating is limited due to social distancing. Van riders must have independent mobility. If you need assistance, aides and companions (greater than 18 years old) are welcome to ride with you free of charge, but you must indicate that there will be an additional passenger with you at time of scheduling. Suggested donation is \$1 per one way ride.

PLEASE WEAR A MASK!

The health and safety of our riders and drivers are of utmost importance.

Elmwood Hall—Danbury Senior Center
Inclement Weather Policy



If the Danbury Schools are closed due to inclement weather, so are we. If Danbury schools are delayed, we open at our normal time. Please note that when schools are delayed, our Senior Center Van will NOT run. If you are unsure if we are closed, call the center and our answering machine will have the latest closing information. Closings are also announced on WLAD radio 800 AM, Channel 3 and Channel 8 TV.

Every Day Class Offerings & Programs At Elmwood Hall



HEALTH AND WELLNESS

Movers and Shapers - NEW DAY - *Beginning on Tuesday, February 8 through April 12 at 8:45 am.* A combination of low impact aerobics, strength training and stretching. The fee is \$2 per class.

Strength Training - NEW DAY—*Beginning Friday, Feb. 18 through April 8 at 9:00 am.* This class helps you stay strong and maintain your muscles. The fee is \$2 per class.

Tai Chi - *Tuesdays at 1:00 pm.* This class is proven to help reduce stress and improve concentration, balance, strength, and flexibility. The fee is \$2 per class.

Line Dancing Instruction - *Thursdays at 1:00 pm.* Line dancing is a great way to exercise, improve your coordination, share a laugh with friends, and have fun. The fee is \$2 per class.

Chair Yoga - *Tuesdays at 10:00 am.* Focusing on relaxation, breathing, and gentle postures, yoga for older adults can ease suffering caused by many ailments including arthritis, chronic pain, and heart disease. The fee is \$2 per class.

Zumba Gold - *Fridays at 10:00 am.* Zumba Gold builds cardiovascular health by challenging the heart and working the muscles of the hips, legs, and arms with dance moves. The fee is \$2 per class.

Grab and Go Senior Nutrition Lunch Program – *Two meals each on Monday and Wednesday. Pick up at 10:00 am.* Nutritionally balanced

meal. Suggested \$3 donation. Call to register for the program.

Walking Club - Mondays and Fridays at 9:00 am. The group meets at the entrance of the Danbury Fair Mall (parking lot in front by LL Bean/Cheesecake Factory area) at 9:00 am and will continue the walking program inside the Mall during the winter months. Masks required.

Gentle Flow Yoga - *Thursdays at 10:30 am.* Instructor Beverly Leighton has been practicing and teaching yoga for seventeen years. She says that anyone can practice yoga and believes the idea of concentration and focusing inward fosters patience, balance and peace. The cost for the class is \$2 and a yoga mat is needed. This will be modified for seniors, but please know that it does involve getting down and up from the floor. No previous yoga experience necessary.



LEISURE TIME ACTIVITIES

Art Class – *Tuesdays at 10:00 am.* A mixed media class taught with work varying from miniatures to murals, portraits, still life, and landscapes. Beginners to advanced artists are welcome. The fee is \$2 per class.

Knit and Crochet Club – *Thursdays 10:00 am.* Share patterns, yarn, conversation and support each other when trying something new.

Hat City Wood Carvers – *Thursdays at 12:30 pm.*

Every Day Class Offerings & Programs At Elmwood Hall

All woodcarvers – beginners to masters welcomed. Members work on their own projects led by one of their more experienced members.

BINGO - Fridays, February 4, and March 4 at 1:00 pm. The fee to play is \$3 and includes one card and seven games. An additional card can be purchased for \$1.

The Movie Club - The popular Movie Club is back!! Join us for our Friday mid-day matinee!

February 18

"Little Women" (drama)

March 11

"Here Today" (drama/comedy)

Attention Movie Club Attendees! Some of the movies are rated "R" by the Motion Picture Association and may contain language or scenes

that some find offensive. Please use your own judgment as to whether the movie is right for you. There will be a Suggested \$1 donation for attending the movies.



EDUCATION **LIFE LONG LEARNING**

Danbury Museum Lecture and Craft Series will take place at the Danbury Museum at 10:30 am on the second Wednesday of each month through June. Here is the remaining list of topics:

April—A discussion regarding Danbury's most outstanding weather related events

May—Colonial Foods and Storage! We will also make butter!

June—Discuss the art of weaving and we will weave individual bookmarks

NEW MEMBERSHIP AND CHECK IN SYSTEM!























We have a new software for membership and check in. You will now check in with your seven digit phone number, not a scan card. You can pay as you go for classes, or put money on your account and prepay, making check in easier. We don't ask for your credit card or social security number. We will be sending you important recorded messages over the phone about special events or closings. The calls will come from phone number 475-256-5512. If you have email, you will receive emails from us as well. The email will come from























Danbury Senior Center <Danbury@schedulesplus.com>

While membership remains free, you will be asked each year to update your member information, especially your emergency contact person. We ask for your patience as we all get used to this new system. We look forward to seeing you at the Center.



2022 ~ Welcome to Elmwood Hall ~ The Danbury Senior Center

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>PLEASE NOTE</p> <p>Elmwood Hall- Danbury Senior Ctr will be CLOSED in observance of Lincoln's birthday, Feb. 11 and President's Day on Feb. 21</p>	<p>1</p> <p>10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi</p> 	<p>2</p> <p>9:00 am Grab and Go Lunch 11:15 am Strength Training</p>	<p>3</p> <p>10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing</p> 	<p>4</p> <p>9:00 am Walking Club 10:00 am Zumba Gold 1:00 pm BINGO</p> 
<p>7</p> <p>9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep</p> 	<p>8</p> <p>8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi</p> 	<p>9</p> <p>9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep 10:30 am Danbury Museum Lecture Series: Marion Anderson</p> 	<p>10</p> <p>10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing</p> 	<p>11</p> <p>CLOSED In observance of</p> 
<p>14</p> <p>9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep</p> 	<p>15</p> <p>8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi</p> 	<p>16</p> <p>9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep</p> 	<p>17</p> <p>10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing</p> 	<p>18</p> <p>9:00 am Walking Club 9:00 am Strength Training 10:00 am Zumba Gold 12:45 pm Movie Club: Little Women</p> 
<p>21</p> <p>CLOSED In observance of</p> 	<p>22</p> <p>8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi</p> 	<p>23</p> <p>9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep</p> 	<p>24</p> <p>10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing</p> 	<p>25</p> <p>9:00 am Walking Club 9:00 am Strength Training 10:00 am Zumba Gold 1:00 pm Stroke Prevention</p> 
<p>28</p> <p>9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep</p> 	<p>BINGO Feb. 4 at 1:00 pm</p> <p>Movie Club: "Little Women" Feb. 18 @ 12:45 pm</p>	<p>AARP Income Tax Return Assistance Mondays and Wednesdays Appointments starting at 9:00 am</p> 	<p>Danbury Museum Lecture Series at the Danbury Museum! Feb. 9 at 10:30 am Fireside Chat and tour of Marion Anderson's studio.</p> 	<p>Stroke Prevention Friday, Feb. 25 at 1:00 pm</p> 

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
1 March 8 – Gadgets & Gizmos March 9 – Danbury Museum March 25 – Celebrate Spring 	8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi 	2 9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep 	3 10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing 	4 9:00 am Walking Club 9:00 am Strength Training 10:00 am Zumba Gold 1:00 pm BINGO 
7 9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep 	8 8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi 1:00 pm Gadgets & Gizmos 	9 9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep 10:30 am Danbury Museum Lecture Series: Danbury Women in WW2 	10 10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing 	11 9:00 am Walking Club 9:00 am Strength Training 10:00 am Zumba Gold 12:45 pm Movie Club: <i>Here Today</i> 
14 9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep 	15 8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi 	16 9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep 	17 10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing 	18 9:00 am Walking Club 9:00 am Strength Training 10:00 am Zumba Gold 
21 9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep 	22 8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi 	23 9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep 	24 10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing 	25 9:00 am Walking Club 9:00 am Strength Training 10:00 am Zumba Gold 1:00 pm Celebrate Spring with the Music of the 50's and 60's 
28 9:00 am Grab & Go Lunch 9:00 am Walking Club 9:00 am AARP Tax Prep 	29 8:45 am Movers and Shapers 10:00 am Multimedia Art 10:00 am Chair Yoga 1:00 pm Tai Chi 	30 9:00 am Grab and Go Lunch 9:00 am AARP Tax Prep 	31 10:00 am Knit/Crochet 10:30 am Gentle Flow Yoga 1:00 pm Woodcarving 1:00 pm Line Dancing 	BINGO March 4 at 1:00 pm Movie Club – Here Today March 11 at 12:45 pm 



BENEFITS AND SUPPORT INFORMATION



203-797-4686

Municipal Agent for the Elderly/Senior Support Services

We are available for appointments at the Elmwood Hall Senior Center or via phone or email.

Information and referral available to
Danbury residents, Caregivers, Family Members, and the Greater Community.

~ Information and Referrals ~ Medicare ~ Medicare Prescription Drug Plans ~ Elderly Nutrition (Congregate Meals/Meals on Wheels/SNAP/Farm Market Vouchers and Gift Certificates) ~ Home Care Options ~ MediGap Supplemental Plans ~ Rent Rebate ~ Tax Relief ~ Medicare Advantage Plans ~ Medicare Savings Program ~ Housing Options ~ Medical Alert ~ Transportation

Rent Rebate Program

The State of CT Rent Rebate program for 2022 will begin on April 1st and end on October 1st . Applications will **NOT** be mailed. All communication will be handled via telephone, email, and text. Michelle McNamara is the contact for this program and her direct line is 203-731-9903 or via email at m.mcnamara@danbury-ct.gov

State Elderly and Disabled Homeowners Program

The Filing Period for this Program is February 1st - May 15th

Applicants may be eligible for this program if they meet the following requirements:

- Applicant(s) must own the property for which tax relief is sought **and** must reside at this property as their primary residence.
- Applicant must be over the age of 65 years old by the end of the calendar year preceding the filing period OR applicant must be totally disabled (regardless of age).
*Current proof of disability will be required at the time of application.
- Eligible applicants who file between February 1st and May 15th will receive the tax credit on their real estate tax bill in July.

Applicant(s) **must** meet the income requirements for the year in which they are filing. **GROSS** income is used in determining eligibility for this program.

Please call the Tax Assessor's Office for more information at 203-797-4556

Elmwood Hall Photos and News Briefs



St. Peter's Kindergarten, 1st and 2nd grade students gather for our first ever parking lot holiday sing along!



Special Thanks to Keystone Place at Wooster Heights and The Linden at Brookfield for sponsoring two holiday events in December.



COVID-19 Home Test Kits were distributed with great success to hundreds of seniors within the Danbury community. Thank you to the City of Danbury Health and Human Services Department for the kits! Pictured above, Susan and Michelle are bundled up and fully equipped with their space heaters to hand out the test kits.

Elmwood Extra ~ Read All About It

Department of Elderly Services
Elmwood Hall ~ Danbury Senior Center
10 Elmwood Place
Danbury, CT 06810

Mission Statement

The Department of Elderly Services seeks to increase the quality of life of Danbury area citizens who are age 60 or older by developing many comprehensive programs and resources and referral services specifically designed to enrich the general well-being of Danbury's more mature population.

**Elmwood Hall Senior Center
Municipal Agent's Office for the Elderly (Resource and Referral)
Van Transportation Program
Rent Rebate Program
Intergenerational Programs**

For a full listing of our programs please visit our website www.danburyseniors.org

Department of Elderly Services—Staff Members

Susan Tomanio, LCSW - Director of Elderly Services
Michelle McNamara - Municipal Agent/Coordinator
Joyce Kuhn - Activities/Outreach/Resource & Referral (Grant Funded)
Linda Rinaldi - Administrative Assistant
Jose Fuentes - Program Set Up Assistant
Pam Makin - Van Driver



CITY OF DANBURY OFFICE OF NEIGHBORHOOD ASSISTANCE

Shawn Stillman
UNIT Coordinator
s.stillman@danbury-ct.gov

203-796-8026

Livable Neighborhoods 2021
"Building a Better Danbury"

January 2022

January 24, 2022

Honorable Mayor Esposito and City Council Members:

Below is a table highlighting UNIT activity from the time of last month's City Council report. This does not include any UNIT activity regarding follow up and re-inspection work from previously noted issues. The UNIT works to ensure that each and every issue is resolved as quickly as possible.

Time Period	December 27, 2021 – January 24, 2022
Number of Quality of Life Issues	39
Year to Date - 2022	37

The top issues addressed by the UNIT were:

- Miscellaneous (11)
- Garbage/Debris and Blight (10)
- Vehicle violations: abandoned/unregistered, front lawn parking (10)
- Exterior Blight Orders (4)
- Unsafe living/Unpermitted construction (3)

Out goes 2021, and in comes a very cold and bitter start to 2022. The holiday season and the start of the new year generally results in a more quiet and slower beginning to the year. At this time, our department takes more time to follow up on any issues that still may be open and requires follow up. As a result, these efforts do not show up statistically on our activity report, however, nonetheless, it is critical to keep on top of the hundreds of open issues that our office works on daily.

Additionally, as the snowy weather moves in, our office helps identify and remove unregistered vehicles from the city streets to ensure that they do not impede with our snow plows. Additionally, our department is working in the evening after 9pm to ensure that there are no commercial vehicles parked overnight on city streets. These vehicles are subject to a \$100 ticket.

PROPERTY UPDATES:

19 Oakland Avenue: significant update: Last month, I alerted you all on what has been at least in the top 3 of my time here of the worst case of residential blight. This foreclosed property was littered with piles of garbage in the rear of the property. The garbage accumulation just got bigger over time and was attracting rats, eliciting awful smells during the warmer season, and the surrounding neighbors had to endure this situation for far too long. Additionally, there was a large abandoned junk RV back behind all of the garbage. The residents had cut a hole in the rear deck and were depositing their garbage in this. It was a bad situation.

The foreclosure process took nearly 2 years to complete and all the while our department would communicate with the lender and lender attorneys, only to have it switch providers 2-3 times. Finally, our department was able to issue orders to the current lender, requiring an immediate cleanup, or face daily fines of \$100. I coordinated a hearing between our department and the attorneys and agreed that if a cleanup can be arranged immediately, accrued fines may be waived. Also, our department assisted their out of state legal team and helped to coordinate the cleanup.

We are proud to announce that within 2 weeks and over \$5000 later (an expense incurred by the lender), the property has been cleaned! The cleanup took the contractors nearly 3 days to complete. Obviously, it would have been much better to have been able to get this property cleaned up sooner, but the foreclosure process created many delays. Please see pictures below, before and after:





BLIGHT ORDERS:

Orders written by UNIT this month (Includes Notice of Violations): 4
(YTD): 4

2 Beech Trail: Issued an order to clean up the exterior of this property. The rear of the property has an accumulation of rubbish, as well as unregistered vehicles. Discussed and reviewed this with the property owner.

43 Pleasant Street: Issued an order for the property owner to remove chickens and roosters from the property. A warning had been previously issued but compliance achieved.

64-66 Rowan Street: Issued an order to clean up rubbish strewn about the property, notably car parts, construction debris and scrap metal. Additionally, an unregistered/inoperable van with material stacked on and around the vehicle. All must be removed.

3 Beech Trail: Issued a Structural Blight Order as this vacant structure sits with a tree through the middle of it, and overgrowth surrounds it. It appears as if this property has not received much attention in quite some time.

SOCIAL SERVICE OUTREACH:

Throughout the daily responsibilities that our department manages, there comes from time to time, scenarios where our involvement and intervention can offer great value. Being on the front line and entrenched within the community, we see and learn many things that may normally not be noticed by our residents. Additionally, our partners at the Fire and Police Department can say the exact same thing. Many times, I will get a call from Police and Fire to assist with a resident(s) due to issues related to health, safety and the overall well-being of our residents. Most of our assistance goes unwritten and unpublicized, and we just continue on through the daily tasks at hand. Recently over these last few weeks, Police and Fire contacted our department to assist and coordinate social service assistance to residents in need. Without specific details, these are a few examples of what our department has been intimately involved with:

- A 68 year old woman living in her car
- An elderly man and his daughter living in a house with no heat and water
- Another case of people living without heat and water

Many thanks to the partnership of Denise Chance of our city Health Department, as well as the staff within the CT Protective Services department. We work with them on most occasions in these situations.

CITYLINE 311 UPDATE: METRICS AND ACTIVITY:

The 311 service for the City of Danbury is a valuable tool for its residents. It serves as a vehicle to register complaints and concerns within the neighborhoods of the city, as well as for requests that residents may need, and finally fulfills the needs of residents requesting information. It is a 24/7 operation available for residents to call anytime, or submit their request online.

The data below represents service requests created via 311 call center activity. This is not a record of actual calls received.

	THIS PERIOD:	2021 YTD:
Service Requests created:	147	2535
Service Requests closed:	67	2065
Percent closed:	45.5%	81.4%

We continue to provide the community with innovative, efficient and responsive service in order to address quality of life issues in Danbury. Our department makes itself as accessible to our residents as much as possible. We are contacted by phone, email, and text.

If we can be of any assistance to you or residents in your ward please contact us at 796-8026 or 311.

Sincerely,
Shawn Stillman
Coordinator, Office of Neighborhood Assistance



CITY OF DANBURY

155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

DEPARTMENT OF PERMIT COORDINATION BUILDING DEPARTMENT

DATE: January 24, 2022

TO: City Council

C: Mayor Dean Esposito

Re: City Council Report for Permit Center and Building Department

On behalf of the Permit Center and Building Department the following report is submitted for your review. This report is for the period of December 1st to the 31st 2021. The report consists of statistical data on applications with their associated permits.

Analytics

Combined Report: Citywide activity

Residential Project Activity

Commercial Project Activity

Sean P. Hearty

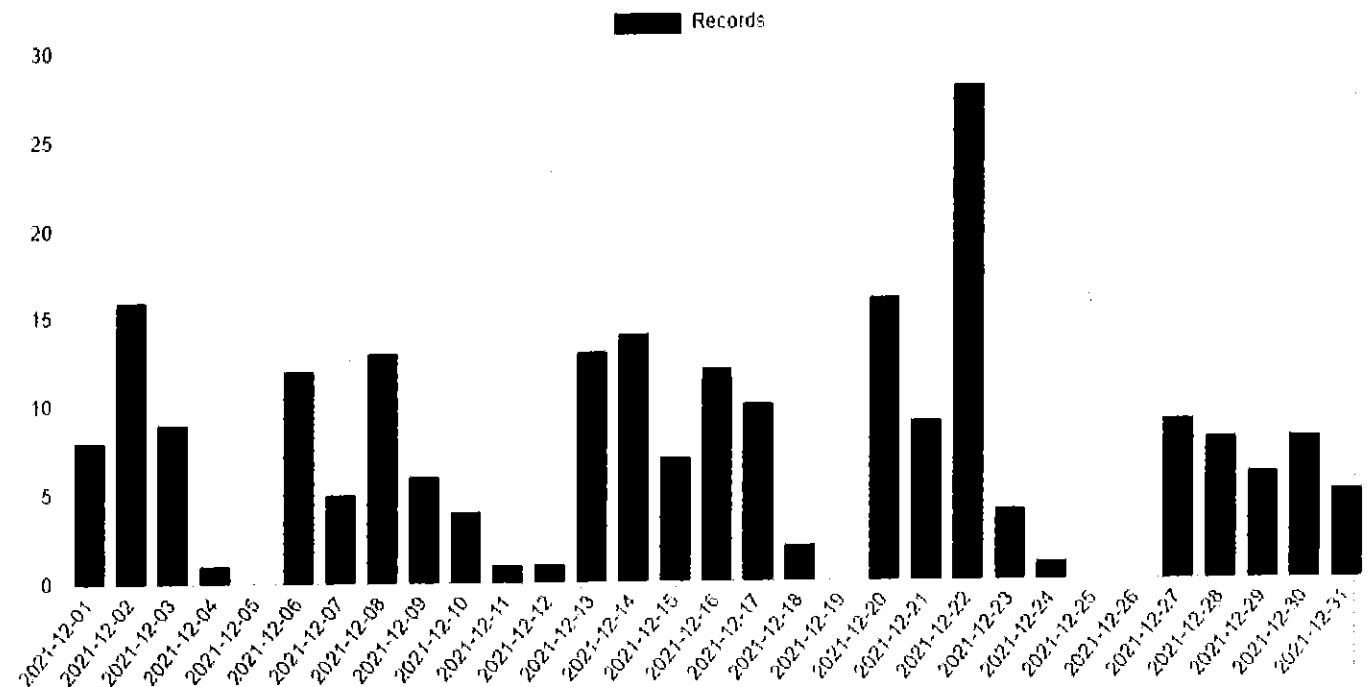
DIRECTOR

David Newland

BUILDING OFFICIAL

Analytics

Records submitted over time



Totals



228
Records Created



\$112,530.32
Revenue Collected



705
Inspections Done



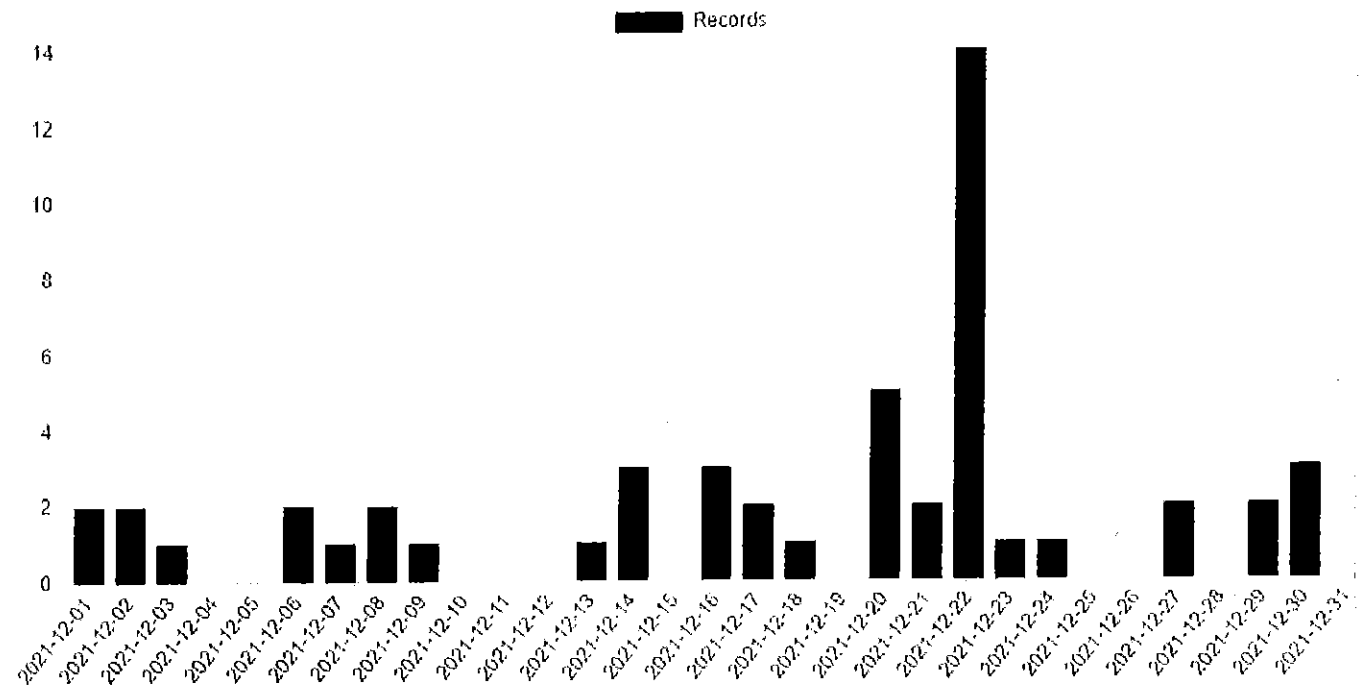
226
Permits Issued

Filter Results

All Records

Analytics

Records submitted over time



Totals



51

Records Created



\$12,763.34

Revenue Collected



236

Inspections Done



33

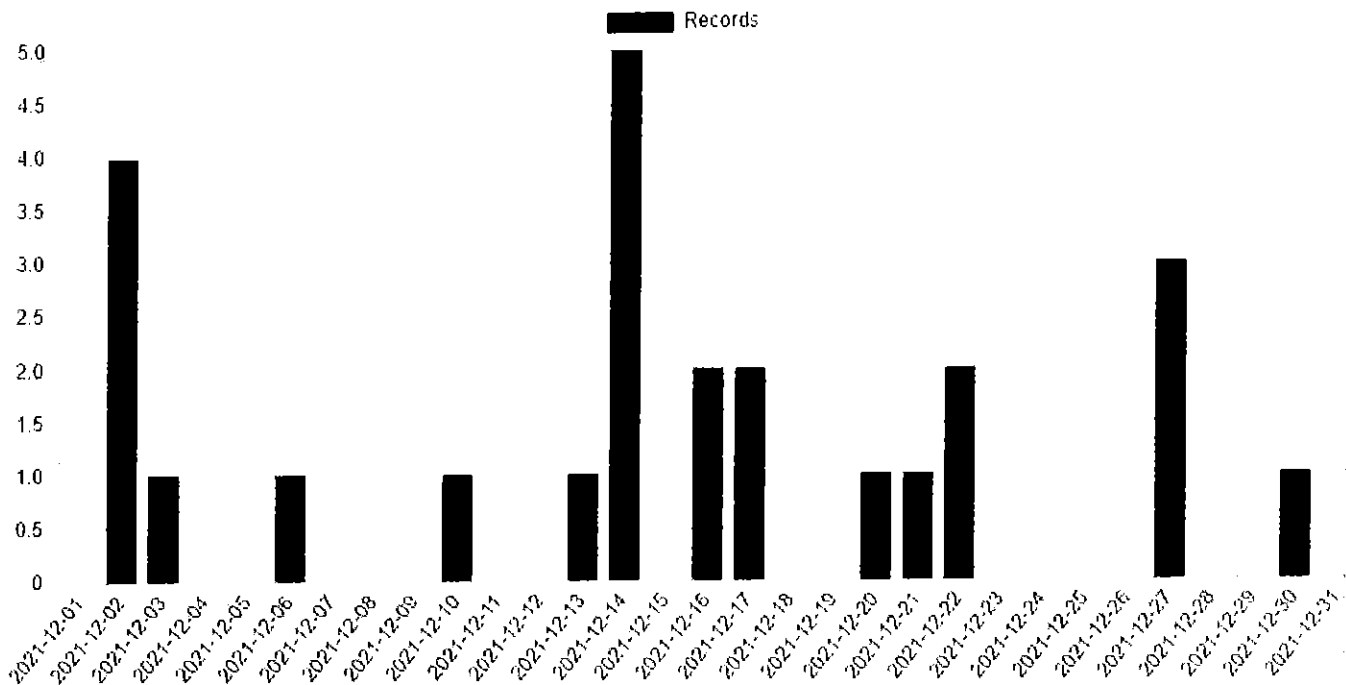
Permits Issued

Filter Results

Residential Projects

Analytics

Records submitted over time



Totals



25

Records Created



\$48,727.07

Revenue Collected



225

Inspections Done



24

Permits Issued

Filter Results

Commercial Projects

CITY OF DANBURY
DEPARTMENT OF PUBLIC WORKS



155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810
(203) 797-4537 FAX (203) 796-1586

MAYOR
Honorable Dean Esposito

PUBLIC WORKS DIRECTOR
CITY ENGINEER
Antonio Iadarola, P.E.

RE: Public Works Monthly Report for FEBRUARY 2022 City Council Meeting

Dear Mayor Esposito and Members of the City Council:

I am pleased to present the Public Works Department Report for events occurring during the month of December, 2021. As always, the Department is dedicated and active continuing to keep up with all city responsibilities, emergency responses and acute preparation for the winter season. We remain dedicated to the community with safety protocols for the pandemic continue to be in effect for our staff and residents.

Please review our individual Public Works Department reports for a full scope of the varied activities and projects we are involved with. If you have any questions or concerns, feel free to call me at 203-797-4537.

Construction Services Report submitted by Thomas Hughes III, Superintendent:

Downtown Danbury TOD Streetscape Renaissance Project Phase 1 & II:

The Phase I project is at substantial completion. We are awaiting the delivery of the three parking kiosks - the supplier is claiming the COVID supply chain and transportation logistics are the cause of the delivery delay. The parking kiosks have shipped and are presently being programmed to Danbury Parking Authority specifications. The four banner poles have not arrived but the vendor claims the poles have been shipped.

The Phase 1 Downtown Danbury TOD Streetscape is at Substantial Completion. The contractor has several punch list items to completed including annual planting which will take place in the spring. The project is being administrated and managed in house by Construction Services.

The Phase II Downtown Danbury TOD Streetscape design is at 75% completion. We will be submitting the Phase II design to ConnDot and scheduling a Prowag (ADA) guidelines review with ConnDot District IV. The district review is required since Main Street is a State of CT Highway.

Hearthstone Castle Abatement:

Construction Services, working with our in-house resources and on-call environmental consultant Eagle Environmental, has completed the Phase II project design which includes a limited structural assessment of the structure. The structural engineer has completed the field work/inspection of the castle and has issued their

recommendations. Phase II has several components; removing the remaining plaster / nonfirable AMC (Asbestos-Containing Materials) from the building interior walls (three floors) along with incorporating the structural engineer recommendations for stabilization of the structure for the interior work to proceed. The Phase II AWP had been sent to the CT Department Health for approval, which we received.

Eagle Environmental received approval for the Phase II AWP from the CT Department of Health. We are currently working on the bid documents and plan to bid the project in February 2022 for an April / May start of construction. The Purchasing Department has issued us a bid number. We plan to go out to bid for Phase II in early December for a spring start.

Ellsworth Avenue School Addition:

Construction Services, working with the Engineering Department, City Engineer and architect developed the bid documents. The bid was awarded to J.A. Rosa, LLC. Corporation and Mayor Cavo signed the contract on June 15th. The Notice to Proceed was issued on June 15th.

The contractor has completed 100% of the work required in the existing Ellsworth Avenue School (August 12th). The Annex Building asbestos abatement is complete along with the interior demo. The interior plumbing drainage installation is complete. The structural steel piers are complete. The helical piles have been installed and the elevator pit is complete. The interior concrete floor has been poured (first floor). The structural steel has been erected. The mason has erected the elevator shaft. The mason completed the installation the lintels for all the window openings. The window shop drawings have been approved and the windows have been ordered. The contractor has poured the bridge grade beam and floor. The interior framing first floor and second completed All the MEP contractors are onsite the MEP contractors are performing the rough in. The Fire Sprinkler subcontractor has run the sprinkler pipe first & second floors. The window contractor is onsite installing all the stationary windows. The operating windows (first floor) are shipping early February. The project is presently on schedule to meet the 2022 summer completion.

Construction Services initiated a meeting with BOE seeking approval of the FFE (Furniture Fixtures & Equipment) plan developed by Friar Architecture. Our concern / push in moving forward with the FFE Package is the lead times for delivery. The normal lead times for FFE are 6 to 8 weeks. Currently the lead times are 14 to 16 weeks. We met with the BOE finalized the FFE. We had our initial meeting with OSGC (State CT) and reviewed the FFE and Playground. We are continuing moving forward with the approval process with the State. We anticipate State approval by end of February for the FFE & Technology.

Construction Services initiated a meeting with the BOE Technology group. The meeting went well and all stake holders are working together. We anticipate meeting with State for the initial review mid-February.

Construction Services is managing and administrating the project working with the Engineering Department and Director of Public Works / City Engineer.

Rogers Park Basketball Court:

Working with the City Engineer / Director of Public Works and the Engineering staff, we developed plans for the installation of a concrete pre-stressed basketball court similar to the tennis courts installed two years ago. The project is presently underway. The site preparation excavation, grading for the court has been completed. The slab was poured and the tendons have been tensioned. This work has been a coordinated effort between the Public Works Division's Engineering, Construction Services and Public Services using our in house resources. The project will be completed early spring of 2022.

Construction Services:

Rights of Way Permit inspections are continuing under strict Covid-19 protocols. New R.O.W. permits are being issued and approval sign-offs are taking place on-line through the View Point Permit System.

Engineering Report Submitted by Antonio Iadarola, P.E., City Engineer:

Various Bridges:

The Kennedy Avenue Bridge is 450 feet long from the west edge of Main Street to the Inlet and spans 40 feet over the Still River. The design of the Kennedy Avenue Bridge over the Still River is proceeding well and is approximately 90% complete. The City's Engineers are designing the traffic control plans to minimize impacts to motorists, bus service and pedestrians. Due to the very long length of the bridge and limited locations to access the underside of the bridge, specifications are being prepared in accordance with State and Federal Regulations for work in confined spaces. The Local Bridge Program Commitment to Fund was received for this bridge and the project is scheduled to be bid in September.

Middle River Road Bridge, near Boyce Road Intersection, is a very old bridge and there are significant settlement concerns and maintenance issues. The City Engineering Division has completed the preliminary site and roadway survey and a Consultant Structural Engineer has performed an inspection of the bridge. The contract for the design of the replacement bridge has been awarded and geotechnical studies have been scheduled. The City Engineering Division will be preparing the environmental permit application and storm water drainage analysis. It is anticipated that this bridge project shall be bid this fall and construction will start in the spring of 2022.

Franklin Street Extension Bridge has been identified as high priority and needs to be replaced. The Engineering Division has prepared preliminary surveys of the right of way, bridge and adjacent private properties. The proposals for the design of the bridge has been received by the Engineering Division and are being reviewed to insure all of the necessary design and permitting issues are included. It is anticipated that the design will be completed by the spring of 2022 and the construction could start in the early summer.

White Street and Locust Avenue Intersection Improvements Project:

The proposed design project includes roadway widening of White Street from Meadow Avenue to Eighth Avenue. In addition, dedicated turning lanes shall be provided on White Street, Locust Avenue and Wildman Street. Engineers are working with numerous utility companies to relocate utility poles, overhead wires, underground gas mains and water mains. The design also includes new and updated traffic signals, improved storm drainage along the north side of White Street and new granite curbs and concrete sidewalks. The design is approximately 90% complete; Engineers and Corporation Counsel are acquiring the necessary easements, site plan revisions and variances and are addressing the concerns of the adjacent property owners. The project is scheduled to be bid in September and construction to begin in the spring of 2022. The cost of construction will be funded by a LOTCIP Grant.

Infrastructure Improvements:

Eversource Gas: During the last 6 months, City Engineers have received 9 preliminary applications from Eversource Gas for the replacement of existing gas mains. The Engineers have provided substantial information to Eversource about the locations of the existing underground utilities, reviewed proposed plans,

identified potential conflicts, coordinated with multiple Eversource Departments and also coordinated the review and approvals with several City Departments. The Engineering Division has recently approved the gas main designs on Elm Street, Fairfield Avenue, Connecticut Avenue, Greenfield Avenue and Delta Avenue and it is expected that plans for gas main replacements on White Street/ Ninth Avenue shall be approved shortly.

Traffic Study and Design:

The Engineering Division has spent a substantial level of effort reviewing the Route 37 Corridor Study and providing comments about recommended future improvements.

The Division has been reviewing the State's design of the South Street/ Triangle Street and Coal Pit Hill Road intersection and have helped to find ways to improve the project layout and reduce impacts to adjacent properties.

DEEP MS4 General Stormwater Permit:

The City's Consultant continues to lead workshop meetings with various pertinent City personnel and offices to meet the multitude of ordinance revisions, land use regulation revisions, mapping, web-site creation, inspection, testing, reporting and other requirements of the State DEEP permit. The Consultant continues to work with City departments on an "as needed" basis for outfall screening and sampling. The Illicit Discharge and Connection Ordinance was approved by the City Council and is now in effect. DEEP MS4 Annual Reports are posted on the City's website for review. The draft Annual Report for 2020 has been posted on the City website for public comment and has been submitted to DEEP. The City consultant has been performing outfall screening.

Water & Sewer Main Extensions

Water and Sewer Main Extensions are underway on Kevin Drive, Ford Lane and at the Danbury Fair Mall.

Rogers Park Basketball Court:

Design is complete for the Rogers Park Basketball Court and is under construction.

The RESERVE/RIVINGTON by Toll Brothers: (550 Acre Development with a total of 2150+ Units)

The Mews and The Ridge at Rivington: Phase completed.

Reserve Road, Milestone Road, Woodland Road: Progress continues on the completion of these roads.

Phase 11 Planning and utility reviews are completed.

The Woodlands Phase 4C: Progress continues with utility extensions and inspections.

Southeast, NY to Danbury Link Feasibility/Planning Study:

The Engineering Division worked with Putnam County on their grant request for funding of a feasibility study for the possible restoration of passenger service between Danbury and the Southeast, NY connection to the Harlem Line. A \$1,000,000 grant has been received. The Division worked with Putnam County relative to the scope of the study and the selection of a consultant. Putnam County has executed a contract with the most qualified bidder, WSP. The study is underway and several meetings have taken place. The City Engineer has personally participated in these meetings for this very important project.

Ellsworth Avenue School Annex:

The Division has worked with the Board of Education to develop a schematic plan and program for a school construction project at Ellsworth Avenue Elementary School. The project will aid in accommodating the projected increase in student enrollment in Danbury schools. A grant application has been filed with the State of Connecticut. Architectural services were awarded to Friar Architecture Inc. The City has presented design documents to the State of Connecticut Office of School Construction Grants and Review and received permission to bid the work. The project has been awarded to J.A. Rosa Construction, LLC. The BOE facility unit was moved out and the project is in construction with several activities going on.

Danbury Career Academy:

The City Engineer has been working with the Board of Education and Danbury Career Academy Steering Committee to begin project planning and development. This project will convert existing commercial space at The Summit into a 6-12 Career Academy school in order to accommodate space needs for the 6-8 and 9-12 grade ranges identified in recent enrollment projection reports. The project has received special legislation from the State of Connecticut to proceed in a format and process that has never been done before. Division staff have bi-weekly conference calls with the State of Connecticut Office of School Construction Grants and Review to work together in moving the project forward and meeting deadlines specified in the special legislation. A Request for Qualifications and Proposals for Architectural and Related Services for Bridging Document

Preparation was advertised and have been received. The Architectural and Related Services for Bridging Document Preparation has been awarded to Friar Architecture, Inc. The architect has prepared several options for programming the existing space and also the gym/lobby addition.

Traffic Engineer and his Technicians:

Traffic Engineering Division is co-supervising the engineering design of White Street Corridor as well as coordinating and attending studies, design and construction meetings with various State of Connecticut projects including the I-84 Improvement Project, South Street (SR53) Corridor Project, Clapboard Ridge Road (SR39)

Corridor Project and the Newtown Road Corridor Construction Project. Together with the Engineering Division staff, Traffic is working on preliminary conceptual plans for Phase II Improvements of the White Street Corridor from west of Meadow Street to east of Byron Street Intersections to relieve traffic congestion during peak travel hours, under State Local Transportation Capital Improvement Program. Recently, the Traffic Unit, in conjunction with Danbury Police Traffic Enforcement, has embarked on the temporary installation of speed warning devices along corridors that experience relatively high travel speeds.

Other activities conducted by Traffic Engineering include regular evaluations of signalized intersections to ensure they operate optimum levels, preventive breakdown signal repairs as well as provision of Call Before You Dig Services for Construction programs.

Administrative Work:

City Engineers are reviewing various site plans, water and sewer applications, special exception applications, and subdivision applications for various land-use approvals of on-going development projects throughout the City. Field inspections of sanitary sewer, water mains and new roads are performed regularly on various developments. Our Engineers also review various drainage problems which may include site visits, analysis and design.

Survey Crew:

Our survey crew verifies various R.O.W. and prepares surveys and easements for in-house design of City Projects and also assists other divisions in locating utilities in the field.

Should you have any questions regarding this report or any other issues related to our Engineering Division, please do not hesitate to contact me at (203) 797-4641.

Highway Division Report submitted by Tim Nolan, Superintendent of Public Services: **DECEMBER – 2021**

This was a busy month for the Highway Division. The weather delivered a few snow and freezing rain events throughout the month. The division prepped and responded to the three winter storm events. After the event the equipment was washed, inspected, and repaired. Several icy areas were cut and removed throughout the remainder of the month. Snow fence was installed at Candlewood Park to prevent drifting

A construction crew repaired several broken guard rail sections from various motor vehicle accidents. Two asphalt crews were dispatched daily filling potholes. Leaf collection crews were deployed to collect curbside bags and cleaning bulk pick up areas. Street sweepers continued sweeping up road debris as weather permitted. A brush cutting crew cut and chipped brush to prevent various site line issues. Highway Division crew members assisted the Forestry Division with tree removals, pruning, and traffic control.

Employees spent several days on snow routes, collecting litter throughout our city streets. The city garbage truck is deployed daily to empty trash cans, collect litter and clean up illegal dumping. The recycle truck continues to be out at multiple locations receiving the recyclables from our residents.

On December 16, 2021, the City Public Services Division received citations as a result of an October OSHA facilities inspection. In a subsequent informal conference with OSHA, the city negotiated a settlement agreement that reduced the citation penalties from \$7,210.00 to \$3,605.00.

Winter Season

- Winter Storm Events: 3
- Precipitation: 1.2 inches
- Emergency Call Outs: 2

Maintenance

- Catch Basins Replaced: 16
- Drainage Pipe: 140'
- Guardrail Repairs: 6
- Dredging: 2
- Catch Basin Cleaning: 58
- Roads Paved: 0

Signage

- New installs: 3
- Replacements: 9
- Repairs: 37

Personnel

- Total: 43
- Injury: 1
- Restricted Duty: 0

- Retirement: 1
- Seasonal: 4
- Vacancy: 0

Parks Maintenance Report submitted by Tim Nolan, Superintendent of Public Services:
DECEMBER – 2021

The Parks Maintenance Division responded and assisted Public Buildings with the clean-up of a few winter storm events. Crews were deployed to remove snow at many parks, schools and around city owned properties. All equipment was washed and maintained throughout the month.

The Parks Maintenance Division continued the grounds maintenance of all the City owned municipal properties, parks, schools and greens. Leaf cleanup continued with blowing and vacuuming leaves in various City owned properties. Brush was cut and removed from fence lines at several schools and parks. The department also focused on the seasonal pruning of flowers and bushes.

Litter was collected and garbage cans were emptied in various areas throughout the city. The Parks Maintenance building was cleaned and organized. Trash cans were painted for next season. Winter maintenance of the mowing and plowing equipment continued through the month.

Winter Season

- Winter Storm Events: 3
- Precipitation: 1.2 inches

Maintenance

- Parks: 18
- Schools: 17
- Municipal Complexes: 22
- Sports Fields: 45
- Tennis Courts: 14
- Cricket Courts: 3
- Dog Parks: 2

Personnel

- Total: 14
- Injury: 0
- Restricted Duty: 0
- Retirements: 2
- Seasonal: 0
- Vacancy: 1

Forestry Division Report Submitted by Tim Nolan, Superintendent of Public Services:
DECEMBER – 2021

The Forestry Division responded to and assisted Parks Maintenance with the clean-up during the winter storm events. City parks, sidewalks, and schools were treated and cleared of snow. They also prepped, cleaned, and inspected the equipment after each storm in order to be prepared for future storms.

The Forestry Division continues to maintain, prune and remove dead trees in the City's right of ways. The division responded to several tree calls that included inspections, clean ups, and emergency take downs. Brush piles and tree debris from storms were cleaned up for roadway safety.

Forestry staff also continues to monitor and address beaver dam issues throughout the City. The American flags in the City's Parks are also maintained by the Forestry Division.

Winter Season

- Winter Storm Events: 3
- Precipitation: 1.2 inches

Maintenance

- Removals: 52
- Pruning: 15
- Brush: 12
- Plantings: 0
- Emergency Call Outs: 4

Personnel

- Total: 4
- Injury: 0
- Restricted Duty: 0
- Seasonal: 0
- Vacancy: 0

Public Buildings Report submitted by Sean Hanley, Superintendent of Public Buildings:
DECEMBER – 2021

City:

Backup generator building connection project ongoing.

Library:

Junior library sensory room work scheduled, awaiting revised specs.
Additional security cameras for multiple areas scheduled.

Danbury Public Schools:

Pembroke boiler section replacement scheduled.
AERCO hot water heater repairs in progress at DHS and BMS
BMS elevator completed.
DHS replacement RTU's (5) scheduled.
DHS D elevator 80% completed.
UST replacement projects at RPMS, BMS and King St. campus scheduled.

City Hall:

EOC area updates ongoing.

New addition roof replacement scheduled.

Front lobby security measures in progress.

Corporation Council office renovation scheduled.

General:

The majority of time the Maintenance Mechanics spent this month was associated with School building repairs: specifically HVAC, Plumbing and life safety in schools.

Requests for Maintenance Service:

Attached please find the statistical report of repairs and maintenance work that the Public Buildings Mechanics engaged in during the month of December 2021.

In the month of December we received 689 new work requests and completed 406 work requests. In reviewing this report, you will find the repair time that was expended in major work categories. Also listed is the total number of work order hours completed.

Public Building mechanics were engaged in General Maintenance work with a total of 58.00 person-hours dedicated to this service. The next largest area of was in Heating repairs, utilizing 36.83 person-hours of labor. Electrical repairs came as the third highest category with 6.50 person-hours.

Should you have any questions regarding this report, please do not hesitate to contact Sean Hanley at 203-797-4584.

**CITY OF DANBURY
PUBLIC BUILDINGS DIVISION
WORK REQUEST REPORT FOR DECEMBER 2021**

**Work Requests Received this month 689
Work Requests Completed this month 406**

Category	Total Labor Hours
Alarms	0.00
Carpentry	0.00
Electrical	6.50
HVAC	36.83
Locksmith	0.00
Maintenance	58.00
Mechanical	0.00

Plumbing	3.00
Roofing	0.00
Snow Plowing	0.00

Labor Hours City Buildings	55.50
Labor Hours School Buildings	48.83
Overtime	0.00

Public Utilities Report Submitted by David Day, PE, Superintendent of Public Utilities:
RE: Report to the City Council – Month of December 2021

Dear Mayor Esposito and Members of the City Council:

Enclosed is the monthly report to the City Council for activities that took place in December 2021. Also attached is the Public Utilities Vehicle Maintenance Report.

As of January 18, 2021 there are 43 hydrants out of service. I will be happy to review the information with you.

Sincerely,

David Day

David Day, P.E.
 Superintendent

DECEMBER 2021 Water Pollution Control Plant (WPCP) Upgrade Project Status

The following is an update of events that occurred and of work that was performed in December 2021 by the Veolia Design Build Team (Veolia, Wright-Pierce, and CH Nickerson)

- Construction of Phase 1 work (Tertiary Treatment System Upgrade and Stormwater System Improvements) continued. The following activities were performed by the design build team:
 - Veolia performed Construction Management Duties for Phase 1 work.
 - Wright-Pierce performed Construction Administrative and Resident Project Representative Duties associated with the construction of the Tertiary Treatment System and the Stormwater System Improvements.
 - CH Nickerson (CHN) performed the following work associated with the new Tertiary Treatment System Building.
 - Continued operating and maintaining the excavation dewatering system.
 - Continued reinforced concrete work for the remaining walls and slabs.
 - Continued backfilling excavation around building foundation.
 - Completed tightness testing of concrete tanks.
 - Continued construction of masonry buildings.
 - Continued treatment system equipment and process piping installations.
 - CHN performed the following work associated with Stormwater System Improvements:
 - Continued placement of new storm drain pipe and manholes.

- Construction of Phase 2 work continued. Phase 2 work includes a new Headworks Screening & Grit Removal Facility, a new Fats, Oils & Grease (FOG) Receiving and REA Biodiesel Facility and Miscellaneous WPCP Upgrades. The following activities were performed by the design build team:
 - Veolia performed Construction Management Duties for Phase 2 work.
 - Wright-Pierce performed Construction Administrative and Resident Project Representative Duties associated with the construction of Phase 2 work.
 - REA continued reinforced concrete tank work and building foundation work.
 - REA continued erection of steel building.
 - REA continued off site construction of treatment system components.
 - CHN continued reinforced concrete work for the Headworks Building and the Grit Removal Facility.
 - CHN continued backfilling excavation around Headworks Building foundation
 - CHN completed excavation activities for the Grit Removal Facility.

M E M O R A N D U M

DATE: January 18, 2022
TO: City of Danbury, City Council
FROM: *David M. Day, P.E.*, Superintendent
RE: Sanitary Sewer Collection System Maintenance—
DECEMBER 2021

Complaints:	0 Bypasses	11 Slow Running
	0 Loose Manholes	0 Odor Calls
	0 Manholes Inspected	3 Manholes Replaced/Repaired

Number Received: 14

Number Completed: 14

Pipe Cleaned: 4200 LFT

Gallons of Water Used: 18000 Gal

New Pipe Inspected: 0 LFT

Manholes Replaced/Repaired 3

Manhole Maintenance due to PW Paving 0

COMMENTS:



To: David Day, P.E., Supt. of Public Utilities, City of Danbury

From: Ralph Azzarito, Project Manager

**Ralph
Azzarito**

Subject: WPCP Report For Month of: Dec '21

Date: 1/10/2022

I. Wastewater Treatment:

A)	Sewage Processed:	8.1	MGD (Daily Avg)	249.9	Million Gallons Total
B)	Septic Waste Processed:			1,256,250	Gallons Total
C)	Sludge Pumped To Digesters:			585,951	Pounds Total

II. Wastewater Quality

		Influent	Effluent	% Removal	Effluent Limit
A)	BOD (mg/l)	207	5	98	30 mg/l and 85%
B)	Total Suspended Solids (mg/l):	303	7	97.7	30 mg/l and 85%
C)	Total Phosphorus (mg/l):	5.4	2.19	59	0.6 mg/l
D)	Ammonia (mg/l):	27.5	0.28	99	4.0 mg/l
E)	Total Nitrogen (lbs/Day):	2,739	290	89	442 lbs/day

Note: Phosphorus limits apply April - October.

Nitrogen limit for credit trading only.

III. Pump Station Operation:

A)	Beaver Brook:	742.2	Hours Run
B)	Southfield:	44.2	Hours Run
C)	Mill Plain:	25.8	Hours Run
D)	Backus:	329.1	Hours Run
E)	Tarrywile	86.0	Hours Run
F)	Turner Road:	40.9	Hours Run
G)	Ford Avenue:	23.7	Hours Run
H)	Indian Glen:	92.4	Hours Run
I)	Delay Street:	22.5	Hours Run
J)	Hayestown Road:	79.4	Hours Run
K)	Kenosia Avenue:	2.3	Hours Run
L)	Larson Drive:	62.2	Hours Run

M) Landfill:	189.7	Hours Run
N) Thrope Street	11.6	Hours Run
O) Poets Landing	24.2	Hours Run
P) Rogers Park	41.1	Hours Run
P) West Side	85.4	Hours Run
Q) East Franklin Street	18.2	Hours Run
Total Station Alarms:		3

TO : City Council - City of Danbury

FROM : David Day, Superintendent
of Public Utilities

DATE : January 15, 2022

RE : WATER DEPARTMENT REPORT: DECEMBER 2021

I. WATER PRODUCTION:

A) Margerie Water Treatment Facility:	81.1	MG.
B) West Lake Water Treatment Facility:	74.5	MG.
C) Kenosia Well Field:	0	MG.
D) Osborne Street Well Field:	0	MG.
E) Other:	0	MG.
(MG. = Million Gallons)		

II. RAINFALL:

A) Month:	2.1	inches
B) Past 12 Months (running total):	54.5	inches
C) Current Year (Jan.- Current Mo.):	54.5	inches

III. WATER STORAGE:

date: 12/27/2021

	Current Reading		Historical Average	
A) East Lake Reservoir:	100.0	%	83.3	%
B) Margerie Lake Reservoir:	99.7	%	81.4	%
C) West Lake Reservoir:	99.6	%	79.3	%
D) Total:	99.7	%	80.7	%

IV. WATER PUMPED:

A) Park Avenue Pump Station:	0	MG.
B) Padanaram (High School) Pump Station:	4.04	MG.
C) Shelter Rock Pump Station:	2.93	MG.
D) WestConn Pump Station:	0.54	MG.
E) Margerie Pump Station:	1.21	MG.
F) Pleasant Acres:	0.86	MG.
G) Nabby Road:	1.34	MG.
H) Harvest Hill:	2.18	MG.
I) Woodland Road (Reserve):	5.18	MG.
J) West Lake High Service :	42.9	MG.
K) Total Water Pumped (A-I):	61.2	MG.
(MG. = Million Gallons)		

V. WATER TRANSFERRED:

A) East Lake to Margerie Reservoir:	0.0	MG.
B) Padanaram to Margerie Reservoir:	0.0	MG.
C) Kohanza to West Lake Reservoir:	0.0	MG.
D) Kenosia Diversion to West Lake Reservoir:	0.0	MG.
E) Kenosia Wells to West Lake Reservoir:	0.0	MG.
F) Total Water Transferred (A-E):	0.0	MG.
(MG. = Million Gallons)		

VI. ALGAE CONTROL:

A)	NONE
B)	

VII. SURVEY OF WATER SOURCES:

A)	Daily testing of treated and untreated water by Water Quality Lab
B)	Quarterly disinfection byproducts (trihalomethanes and haloacetic acids) testing of distribution system.

VIII. SUPERINTENDENTS NOTES:

GENERAL FUND - EQUIPMENT MAINTENANCE DECEMBER 2021			
REPAIR DATE	PLATE #	DIVISION	DESCRIPTION OF WORK PERFORMED
12/1/2021	989-XGK	POLICE	ENGINE SERVICE, BLEND DOOR AND MODE DOOR ACTUATOR
	AL52687	POLICE	4 TIRES
12/2/2021	271-DA	POLICE	HEADLIGHT BULB AND CONNECTOR
12/6/2021	39-DA	POLICE	ENGINE SERVICE, REPAIR WIRING
	213-DA	HIGHWAY	ENGINE SERVICE, FRONT CENTERLINK, TIE RODS, TRACK BAR, INSTALL WORK LIGHTS
12/7/2021	160-DA	CITY HALL	ENGINE SERVICE, FUEL FILTER, OIL COOLER LINES, OIL FILTER HOUSING GASKET, FRONT SWAY BAR ENDLINKS AND BUSHINGS, UPPER STEERING SHAFT, SERPENTINE BELT, TENSIONER AND IDLER
	AL52726	POLICE	ENGINE SERVICE, BATTERY, 4 TIRES, WIPER BLADES
	338-DA	POLICE	1 TIRE
12/8/2021	265-DA	POLICE	RADIATOR, REAR COIL SPRINGS, 2 TIRES, REAR BRAKE PADS AND ROTORS, PTU PINION SEAL, SWAYBAR BUSHINGS
	4-DA	POLICE	2 TIRES, WIPER BLADES
12/9/2021	326-STN	POLICE	VEHICLE INSPECTION
	13-DA	POLICE	1 TIRE
	30-DA	CITY HALL	SNOW TIRE CHANGEOVER
	223-DA	POLICE	ALTERNATOR
	5-DA	POLICE	ENGINE SERVICE, FRONT AND REAR BRAKE PADS AND ROTORS
12/10/2021	261-DA	POLICE	IGNITION COIL, VALVE COVER GASKET SET, PCV, PURGE VALVE
	48-DA	HIGHWAY	ENGINE SERVICE, REPAIR FRONT BUMPER
12/13/2021	13-DA	POLICE	1 TIRE
	103-DA	POLICE	ENGINE SERVICE, WATER PUMP, REPAIR TURN SIGNAL WIRING CIRCUIT
	AE48097	SENIOR CENTER	REPLACE, BATTERY, 2 TIRES, REPLACE SAFETY SWITCH FOR WHEELCHAIR LIFT, LR MARKER LIGHT
12/14/2021	197-DA	CITY HALL	ENGINE SERVICE, BATTERY, 4 TIRES, WIPER BLADES, SERPENTINE BELT AND TENSIONER
12/15/2021	289-DA	POLICE	ENGINE SERVICE, FRONT BRAKE PADS AND ROTORS, BATTERY
12/17/2021	617-XHM	POLICE	ENGINE SERVICE, FRONT LOWER CONTROL ARMS, FRONT CALIPERS, PADS AND ROTORS, 2 TIRES, TRANSMISSION SERVICE
12/22/2021	614-TKL	POLICE	ENGINE SERVICE, SERPENTINE BELT
12/23/2021	234-DA	HIGHWAY	ENGINE SERVICE, AIR FILTER
12/27/2021	222-DA	POLICE	ENGINE SERVICE, 4 TIRES, STEERING GEAR, RF HEADLIGHT
	240-DA	POLICE	REPLACE STARTER, TRANSMISSION COVER
	8-DA	POLICE	ENGINE SERVICE, REAR BRAKE PADS AND ROTORS, 1 TIRE

	334-DA	POLICE	ENGINE SERVICE, REPLACE WATER PUMP, TRANS COOLER LINES, LOWER CONTROL ARMS
12/28/2021	5-DA	POLICE	ENGINE SERVICE, LOWER DRIVERS SEAT FRAME, TRANS AND PTU SERVICE, EXHAUST
12/29/2021	17-DA	POLICE	REPLACE BATTERY
	AL52689	POLICE	4 TIRES
12/30/2021	421-DA	POLICE	ENGINE SERVICE, REPLACE BATTERY
WATER FUND - EQUIPMENT MAINTENANCE DECEMBER 2021			
REPAIR DATE	PLATE #	DIVISION	DESCRIPTION OF WORK PERFORMED
12/2/2021	132-DA	WATER	REPLACE DOOR SPEAKERS, REPAIR STROBE WIRING, REPAIR FUEL SYSTEM
	397-DA	WATER	4 TIRES, REAR DRUMS, WHEEL CYLINDERS, SHOES AND HARDWARE
12/22/2021	132-DA	WATER	REPLACE FRONT AND REAR FUEL PUMP
12/27/2021	176-DA	WATER	PLOW PUMP SOLENOID, ENGINE SERVICE, 2 TIRES
	174-DA	WATER	ENGINE SERVICE, FUEL FILTER
12/28/2021	283-DA	WATER	RF UPPER BALL JOINT

Honorable Mayor Esposito and City Council Members:

The Equipment Maintenance Division responded to and repaired the following vehicles during the month.

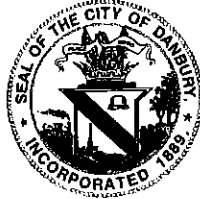
Below is a list of services provided:

Date:	Vehicle :	Repair Provided:	Department:
12/1/2021	47	DPF/REAR BRAKES/THERMOSTAT	HWY
^	386-DA	REAR BACKING PLATES/AXLES/SERVICE/WINTER TIRES	ENGINEERING
^	27	REAR BRAKE CHAMBERS	HWY
^	86	SERVICE BODY	HWY
^	349-DA	FLAT TIRE/CHECK ENGINE LIGHT	HWY
^	34	PTO LEAKING	HWY
12/2/2021	86	SERVICE BODY	HWY
^	34	HYD HOSES	HWY
^	105	JUMP START	HWY
^	83	CHECK CONVEYER	HWY
^	47-DA	SERVICE	PARKS
^	47	SERVICE SANDER	HWY
^	25	DRAG LINK/WASHER PUMP	HWY
12/3/2021	34	CONVEYER MOTOR	HWY
^	100	MAIN BROOM/SIDE BROOMS	HWY
^	18	PLOW HOSES	HWY
^	105	TURN SIGNAL/BRAKE LIGHTS	HWY
^	37	SERVICE BODY	HWY
12/4/2021	100	MAIN BROOM/SIDE BROOMS	HWY
^	44	SERVICE/CHECK LIGHTS	HWY
^	37	CHECK LIGHTS	HWY

^	AIRPORT 5	CHECK BRAKES/SERVICE	HWY
^	34	RESEAL PTO	HWY
^	37	FIX STROBE LIGHTS	HWY
^	12	HYD LEAK	HWY
12/7/2021	12	HYD LEAK	HWY
^	91	LEAKING FUEL (ROAD CALL)	HWY
12/8/2021	142-DA	SERVICE	HWY
^	12	HYD LEAK	HWY
^	34	RESEAL PTO	HWY
^	47-DA	NO DEFROSTER	PARKS
^	36	ADJUST BRAKES/BRAKE CHAMBER	HWY
12/9/2021	16	SANDER LIGHT	HWY
^	9	SANDER LIGHT	HWY
^	34	RESEAL PTO	HWY
^	47-DA	NO DEFROSTER	PARKS
^	389-DA	HYD LEAK	HWY
^	25	HYD LEAK	HWY
^	357-DA	SERVICE	PARKS
12/10/2021	34	RESEAL PTO	HWY
^	47-DA	NO DEFROSTER	PARKS
^	357-DA	SERVICE	PARKS
^	25	HYD LEAK	HWY
12/11/2021	14	HYD LEAK	HWY
^	42-DA	HORN/SERVICE	FORESTRY
^	41	LIGHTS/SERVICE	HWY
12/13/2021	14	HYD LEAK	HWY
^	41	LIGHTS/SERVICE	HWY
^	42-DA	HORN/SERVICE	FORESTRY
^	6	CHECK LIGHTS	HWY
^	34	RESEAL PTO	HWY
^	242-DA	SERVICE	AIRPORT
^	39	LIGHTS/CHECK FUSES	HWY
12/14/2021	242-DA	SERVICE	AIRPORT
^	32	FUEL INJECTORS/P/S RESERVOIR	HWY
^	42-DA	HORN/SERVICE	FORESTRY
^	10	CHECK LIGHTS	HWY
^	47-DA	NO DEFROSTER	PARKS
12/15/2021	42-DA	HORN/SERVICE	PARKS
^	32	FUEL INJECTORS/P/S RESERVOIR	HWY
^	47-DA	NO DEFROSTER	PARKS
^	377-DA	SERVICE/SNOW TIRES	ENGINEERING
^	10	LIGHTS ON BODY	HWY
^	248-DA	CHECK TIRE PRESSURE	ENGINEERING

^	83	R/S SIDE BROOMS	HWY
12/16/2021	377-DA	SERVICE/SNOW TIRES	ENGINEERING
^	10	LIGHTS ON BODY	HWY
^	47-DA	NO DEFROSTER	PARKS
^	32	FUEL INJECTORS/P/S RESERVOIR	HWY
12/17/2021	SHOP	SHOP CLEAN UP DAY	
12/18/2021	58	HYD LEAK/SERVICE	HWY
^	106	L/F DOOR HINGE BROKEN	HWY
^	231-DA	SERVICE	ENGINEERING
12/20/2021	106	L/F DOOR HINGE BROKEN	HWY
^	58	HYD LEAK/SERVICE	HWY
^	32	FUEL INJECTORS/IDM	HWY
^	47-DA	BLEND DOORS	PARKS
12/21/2021	106	SERVICE/FIX L/F DOOR HINGE	HWY
^	15	EXHAUST LEAK	HWY
^	248-DA	SERVICE/REAR BACKING PLATES/TIRES/TRANS PAN	BLDG INSP
^	10	CHECK LIGHTS/WIRING	HWY
^	171-DA	JUMP START(ROAD CALL)	FORESTRY
^	37	WASHER PUMP/CHECK P/S NOISE	HWY
12/22/2021	106	SERVICE/FIX L/F DOOR HINGE	HWY
^	15	EXHAUST LEAK	HWY
^	248-DA	SERVICE/REAR BACKING PLATES/TIRES/TRANS PAN	BLDG INSP
12/22/2021	10	CHECK STROBE LIGHTS	HWY
12/23/2021	59	SERVICE/CHECK LIGHTS	HWY
^	47-DA	BLEND DOORS	PARKS
^	28	STROBE LIGHTS	HWY
^	254-DA	SERVICE	FORESTRY
^	32	IDM	HWY
12/24/2021	142-DA	PLOW DOES NOT GO DOWN	PARKS
12/27/2021	46	NO START	HWY
^	8	DOES NOT GO INTO GEAR	HWY
^	254-DA	SERVICE	FORESTRY
^	247-DA	PLOW LIGHTS/SERVICE	BLDG MAINT
^	20	FRONT TIRES	HWY
^	32	IDM	HWY
^	32-DA	SERVICE	BLDG INSP
^	26	SANDER LIGHT/WORK LIGHT	HWY
^	171-DA	JUMP START	HWY
^	389-DA	L/R OUTER FLAT TIRE	HWY
^	14	CONVEYER NOT WORKING	HWY
12/28/2021	14	CONVEYER COVER FELL INTO CONVEYER CHAIN	HWY
^	32	IDM/FUEL INJECTORS	HWY
^	247-DA	PLOW CONTROL	BLDG MAINT
^	32-DA	REAR BRAKES/SERVICE	BLDG INSP

12/29/2021	14	CONVEYER CHAIN	HWY
^	32-DA	REAR BRAKES/SERVICE	BLDG INSP
^	32	IDM/FUEL INJECTORS	HWY
12/30/2021	355-DA	SERVICE	PARKS
^	59	REAR SPOT LIGHTS	HWY
^	32	IDM/FUEL INJECTORS	HWY
Personnel			
Total:	5		
Injury:	0		
Restricted Duty:	0		
Retirement:	0		
Seasonal:	0		
Vacancy:	0		



**CITY OF DANBURY
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

155 DEER HILL AVENUE • DANBURY, CONNECTICUT 06810

www.danbury-ct.gov/health • healthdept@danbury-ct.gov

Mayor
Dean Esposito

Director of Health
Kara Prunty, MPH

January 24, 2022

Dear Mayor Esposito and Members of the City Council:

As of January 24th, the State of Connecticut has had 671,674 positive COVID-19 cases and 9,769 associated deaths. In the City of Danbury, there have been 19,028 positive COVID-19 cases and 205 associated deaths. There are currently 50 COVID-19 related hospitalizations at our local hospitals. The City of Danbury has moved into the Red Zone per the State of CT. The City's current COVID-19 infection rate is 34.9% and the 14-day running average is 206.6 per 100,000.

There has been a surge in COVID-19 cases worldwide, and the State of Connecticut has been a first-hand witness to this increase. The emergence of the Omicron variant has caused a rapid spread of the virus, where the most commonly presented symptoms of the Omicron variant are: fatigue, congestion/runny nose, sneezing, sore throat, and headache. Though these symptoms are more mild than previous variants, it can still cause hospitalization, long-term complications, or even death. Therefore, it is crucial that individuals: isolate themselves if they are experiencing any symptoms of COVID-19, follow up-to-date COVID-19 quarantine guidance, get tested, and receive the COVID-19 vaccine and booster dose. The CDC has updated the booster dose eligibility, recommending that all individuals 12 years of age or older should receive their booster dose at least 5 months after the completion of their primary series (those who received Johnson & Johnson should receive their booster dose 2 months after their vaccination).

The City of Danbury continues to recommend that individuals receive their booster dose when they are eligible to do so. COVID-19 booster clinics are held in Danbury at the following locations: 7 East Hayestown Road, Monday - Friday from 1:00pm - 7:00pm; 132 Main Street, Tuesday - Thursday from 9:30am - 12:30pm and 2:00pm - 5:00pm; and Danbury High School Saturdays and Sundays, 10:00am - 4:00pm. The COVID-19 testing site in Danbury will continue operations at 118 Memorial Drive. It occurs Monday - Friday 3:00pm - 7:00pm, and Saturdays and Sundays from 9:00am - 3:00pm.

The City of Danbury Department of Health & Human Services is excited to introduce our new full-time public health inspector, Abby Lewis!

The following pages contain the reports from each division, providing details concerning ongoing activities. Should you have any questions regarding any of the submitted reports, please call me at (203) 797-4625.

Respectfully yours,

Kara Prunty, MPH
Director of Health and Human Services

Grant Status Update
(July 1, 2021 - June 30, 2022)

Grant Agency	Program Supported	Award Amount	Award dates	Project Status
CT Dept. of Public Health (CTDPH)	Diabetes Education	\$24,378	10/1/19 - 9/30/22	Awarded
CT Dept. of Public Health Per Capita 2020	All Programs	\$90,531.26	7/1/19 - 6/30/20	Completed
CDBG	Affordable Housing	\$10,000	7/1/19 - 6/30/20	Completed
CDBG	Human Services	\$25,000	7/1/19 - 6/30/20	Completed
CT Health Foundation	COVID-19 Response	\$125,000	9/1/2020 - 10/31/2021	Awarded
CT Health Foundation Extension	COVID-19 Response	\$100,000	5/1/2021 - 8/31/2021	Completed
CT Dept. of Public Health Epidemiology and Laboratory Capacity Grant	COVID-19 Response	\$510,143	5/19/2020 - 11/17/2022	Awarded
CT DPH Vaccine Equity Partnership Funding	COVID-19 Response	\$946,084.06	5/1/2021 - 9/31/2021	Awarded
CT DPH Public Health Emergency Preparedness	Emergency Response	\$47,960	7/1/2021 - 6/30/2022	Applied
CT DPH Epidemiology and Laboratory Capacity II Grant	COVID-19 Response	\$511,890.15	3/1/2022 - 7/15/2023	Applied

Environmental Health Division

Tiziana Covacci, Associate Director of Environmental Health

The Environmental Health Division provides a multitude of services, which include but are not limited to the following:

- Land use plan review and inspection
- Food service establishment plan review and inspection
- Septic plan review and related inspections
- Well water testing for potability
- Public swimming pool code compliance and inspection
- Housing code enforcement
- Recreational water sampling
- Hazardous material storage inspection & code enforcement
- Staff support for the Environmental Impact Commission.
- Numerous community-level projects including the maintenance of the Lake Kenosia Garden Buffer and the maintenance of the Still River Trail.

December 2021/January 2022 Activity

The Environmental Health Team has gained a full-time public health inspector, Abby Lewis! Our team has been conducting routine operations, such as septic inspections and initial food service establishment inspections. We have also been responding to environmental health complaints.

December Results

potable water	
---------------	--

Private Well	2
Well Permits	3
Environmental	
Grading Permit Review	
EIC	
HAZMAT	
Erosion Inspections	1
Complaint Investigation	1
Odor Complaints	
Wetlands/Grading	3
MISC (Describe): Erosion Permit	1
Sewage Disposal	
Plan Review	34
Inspections	40
New, Replace, Fail, Plan Review	
100% Replacement Plan Review	4
Soil Testing (List by Appointment Only)	3
Additions	3
Dye Tests (Initial)	
Septic Permits (To Construct)	3
Solid Waste	
Garbage Complaint	1
MISC. (Describe)	
Pest and Animal Control	
Rodent Complaint	4
Insect Complaint	
Domestic Animal Complaint	
MISC.	1
Housing	
Residential/Commercial Inspection (Not Indoor Air)	
Housing Complaints	
Child Day Care Inspection (Initial)	
Child Day Care Plan Review	
Body Care Inspections	
Body Care Plan Review	1
Body Care Construction Visits	
Massage Establishment Inspections	
Massage Establishment Plan Review	
COVID-19 Salon/Body Care Compliance Inspections	

Lead Home Visit	
Lead Inspection for all Properties	
Lead Abatement Plan Review	
Certificate of Apartment Occupancy (CAO's)	1
Reinspections	
Healthy Homes	
Hotel/Motel Inspections	
Total # of Hotel/Motel Rooms Inspected	
Food	
Food Service Establishment Inspection (Initial)	41
Construction Visits	2
Food Service Walkthrough Inspections	2
Itinerant Vendor Inspections	
Complaints	6
Re-Inspection (Voluntary)	1
Re-Inspection (Involuntary)	4
Plan Review	2
Plan Revisions	
Foodborne Illness # of Complaints	
Temporary Food Service	
Certified Food Protection Manager Courses	
Food Handler Courses	
Outdoor Dining/Patio Inspections	
COVID-19 Compliance Inspections	
Seasonal	
Indoor Pool Inspections	
Outdoor Pool Inspections	
Indoor Public Pool Water: # of Samples Collected	
Outdoor Public Pool Water: # of Samples Collected	
Public Beaches: # of Samples Collected	
Drinking Water: # of Samples Collected	
Orders Issued	
Notices of Violation, etc.	
Health Order	1
Other	
Social Services Issues and Referrals	28
Fair Rent Issues	2
Pump Truck Permits	

Pump Truck Calibration	
Food Shadowing	
COVID-19 Complaints	

Community Health Services Division

Fernanda Carvalho, Associate Director of Community Health

Our division develops and implements initiatives to help community members maintain and improve their health, prevent the spread of infectious diseases, and prepare for natural disasters. We also provide direct patient care to individuals that require further evaluation and those that are diagnosed with Mycobacterium Tuberculosis. Our Community Health Coordinator has the responsibility of implementing the discharge/treatment plans and providing assurance of patient care and treatment, such as patient education, directly observed therapy, continued treatment adherence, and contact investigations. We work in cooperation with all community health care partners in need of our services and the State Public Health Department (CTDPH).

Community Medicine Section

Prepared by: Maureen Singer, Community Health Coordinator

Patients Seen in December 2021

Tuberculosis patients	34
PPD testing/read	0
QuantiFERON/T-Spot	7
eDOT	124
Hospital Visits	0
Home Visits	0
Electronic Visits	25
Total Services:	190

The following are highlights from the Office of Community Medicine activities for November 2021:

1. Continuing case management of approximately 68 cases of LTBI, 1 Pulmonary MTB, and 3 Suspected Pediatric Pulmonary Cases.
2. 4 TB cases that are receiving daily electronic medication observation.
3. Continuing TB contact investigation includes evaluation, testing & treatment.
4. Ongoing surveillance and epidemiological review of individuals with positive AFB.
5. Dec 20 WCHN Infection Control Committee Meeting.
6. Dec 20 Hospice MPAC meeting.
7. 15.5 hours Covid Vaccine Clinic.

Community Health Services & Emergency Preparedness and Response:

The Community Health Team has been actively collaborating with local organizations to enhance COVID-19 prevention strategies within the City. On January 8, 2022 our department teamed up with Community Health Center, Inc. and Griffin Health to provide a second-dose clinic for children ages 5-18, as well as booster vaccines to eligible individuals. These organizations, in addition to Connecticut Institute for Communities, Inc., are routinely hosting COVID-19 vaccine clinics at different sites in Danbury. The Danbury Health Department is proceeding to operate COVID-19 vaccines for children ages 5-11. Thus far, our team has held 21 COVID-19 vaccine clinics and has administered 601 vaccines to children in this age group. Due to the increase in COVID-19 cases over the past month, contact tracers have altered their strategy to ensure that all individuals are notified of their positive result. Our contact tracing team now sends a text message to individuals

over 18+ years of age to inform them of their positive result, and the COVID-positive individual can contact them further with any questions. If a Danbury resident is under the age of 18 and has tested positive for COVID-19, our contact tracing team will notify the parent/guardian through a phone call.

COVID-19 testing has been a crucial component in reducing the spread of the virus, so our team has been closely working with SEMA-4 to strategically organize mass COVID-19 testing sites. In addition to this COVID testing site, The City of Danbury received over 10,000 at-home COVID-19 test kits from the State of Connecticut to distribute within our community. Members of the Danbury Health Department, Danbury Emergency Management, Danbury Fire Department, and the Danbury Police Department conducted a drive-thru event at Western Connecticut State University Westside Campus, in which at-home test kits were given, free of cost.. A portion of the COVID-19 at-home testing kits were also allocated to critical infrastructure workers, houses of worship, the senior center, and homebound Danbury residents who did not have access to the drive-thru event. The Community Health Team has accommodated for the distribution of at-home COVID testing kits to homebound residents of Danbury who are at high risk for severe illness with COVID-19. If a testing kit is needed for an individual who meets the criteria, they can contact our department and a testing kit will be delivered to their home.

The winter weather has been in full force with temperatures below freezing, and is predicted to continue over the next two weeks. Governor Ned Lamont has extended the Severe Cold Weather Protocol to February 2, 2022. The City of Danbury will hold Warming Centers at the War Memorial, Danbury Public Library, and 41 New Street to those who need it, and members of our health department participate in the operations of the centers.

Contact Tracing Information To-Date: December 2021

# of Cases Interviewed	1,417
# of Contacts Interviewed	262

COVID-19 TESTING

PAT WALDRON BUILDING
23 MEMORIAL DRIVE
DANBURY, CT 06810

MONDAY - FRIDAY
3:00 PM - 7:00 PM*

SATURDAY AND SUNDAY
9:00 AM - 3:00 PM*

Drive-Thru
First Come,
First Served
Max 700 Tests
Daily

sema4

*The COVID-19 testing hours listed above are based on the number of tests available and subject to change

COVID-19 VACCINE EVENTS

DANBURY, CT

PFIZER, MODERNA, J&J

PFIZER, MODERNA, J&J

AGES: 5-11
PFIZER ONLY

TUESDAYS - PFIZER
THURSDAYS - PFIZER
WEDNESDAYS - MODERNA

AGES: 5-11
PFIZER ONLY

The Danbury Health Department, in collaboration with local organizations, is providing COVID-19 tests and vaccines at the following locations, dates, and times listed above.

Effective until 12:00pm on Wednesday, February 2, 2022.

Danbury Shelter 41 New Street • Danbury, CT	Monday-Saturday: 8am-6pm CLOSED Sunday
-------------------------------------------------------	-------------------------------------------

War Memorial 1 Memorial Drive • Danbury, CT	Monday-Friday: 8am-10pm Saturday: 7am-10pm Sunday: 7am-5pm
-------------------------------------------------------	------------------------------------------------------------------

Danbury Library 170 Main Street • Danbury, CT	Monday-Thursday: 10am-8pm Friday: 10am-5pm Saturday: 10am-2pm CLOSED Sunday
---------------------------------------------------------	--------------------------------------------------------------------------------------



MAYOR DEAN ESPRITO AND THE CITY OF DANBURY
DEPARTMENT OF HEALTH & HUMAN SERVICES

The City of Danbury is offering Warming Centers until 12:00pm on Wednesday, February 2, 2022.



**CITY OF DANBURY
FIRE DEPARTMENT
19 NEW STREET
DANBURY, CONNECTICUT 06810**

**Richard E. Thode
Fire Chief**

**Phone 203-796-1550
Fax 203-796-1552**

FIRE CHIEF'S MONTHLY REPORT

I hereby submit my report as Fire Chief of the Danbury Fire Department, which covers the period of December 21st, 2021 through January 20th, 2022.

Personnel

Department Strength:

Sworn Personnel	108 (3 vacancies)
Recruit Firefighters	7
Injury/Extended Leave	2
Light Duty	1

Effective Strength 1/20/22 105

Civilian Personnel 3

Total in Table of Organization 122

Dispatch Statistical Report

Total 911 Calls	3,404
11/21/21 – 12/22/21	

Community Risk Reduction – Fire Marshal

Inspections:	
Residential (Units)	188
Business / Mercantile	6
Day Care / Group Home	2
Healthcare Facility	3
Hotel / Motel (Units)	116
Assembly / Liquor License	10

Fires:	
Building Fire	5
Passenger Vehicle Fire / Vehicle Fire	3
Natural Vegetation / Brush Fire	3
Dumpster / Trash Receptacle Fire	1
TOTAL	13

Plan Reviews:	
Plans Received	27
Plans Approved	10
CO Issued	15
Consultations (On Site)	2
Site Plan Review/Consultation	3

Complaints:	12
--------------------	----

FOI Requests:	27
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Fire Prevention / Public Education:	
Fire Prevention Poster Contest - Judging and County Submission	
Fire Alarm Drill: Morris Street School	

Training:	
Career Development Classes:	
- NFPA 1033 - Professional Qualifications for Fire Investigator	
- Fire Dynamics in Fire Investigation	

Meetings /Miscellaneous:	
Eversource Hardship and Citizen Outreach	
COVID Enforcement Team	
Uniform Relocation Assistance Act	
Emergency Action Plan: Procedures and Locations - Morris Street School	
International Association of Arson Investigators - Quarterly Meeting	
Student Mentoring - DFM Anderson / DFM Bergemann	
Town Hall with Chief Thode	

Highlighted Activities

- Awaiting delivery of new Squad 21 Truck
- Seven new FF recruits hired
- AFP grant submitted
- Heavily involved the Health Department and Emergency Management to help manage the Covid Testing Site at Western CT University

Unit Responses – 12/21/21 – 1/20/22

<u>Unit</u>		January Total	December Total	Year Total
C30	Deputy Fire Chief	53	35	88
C41	Fire Marshal	2	0	2
C42	Deputy Fire Marshal	0	2	2
C44	Deputy Fire Marshal	3	0	3
C45	Deputy Fire Marshal	13	0	13
C46	Deputy Fire Marshal	0	6	6
C47	Deputy Fire Marshal	2	0	2
C51	Training Officer	1	0	1
C55	EMS/HAZMAT Coordinator	2	0	2
C61	Communications Supervisor	2	4	6
E22	Engine 22	135	79	214
E23	Engine 23	151	86	237
E24	Engine 24	84	63	147
E25	Engine 25	43	16	59
E26	Engine 26	108	31	139
HM1	Haz Mat 1	1	0	1
R1	Rescue 1	89	72	161
SQ2	Utility Squad 2	1	0	1
TAC1	Special Operations 1	164	94	258
TRK	Truck Company	100	65	165

Total Career Unit Responses: 1,507

Total Volunteer Unit Responses: 209

Total Unit Responses: 1,716



CITY OF DANBURY

DANBURY, CONNECTICUT 06810

DEPARTMENT OF POLICE
375 MAIN STREET
(203) 797-4614

PATRICK A. RIDENHOUR, CHIEF
SHAUN J. MCCOLGAN, DEPUTY CHIEF

January 20, 2022

MEMORANDUM

To: Mayor Dean E. Esposito
Members of the City Council

From: Patrick A. Ridenhour, Chief of Police

Subject: **Police Department Monthly Report
January 2022**

I submit this report of the activities of the Danbury Police Department for the month of January.

Personnel

Department Strength:

Sworn Personnel	142
Extended Military Leave	1
Injury/Extended Leave	4
Field Training Program	4
Effective strength (as of 01-20-22)	133

Significant Projects:

- None

Community Services (See attached)

Training

1/7	Online TikTok/Snapchat Investigations – Det. Capt. Bishop, Det. Sgt. LaFantano & Dets. Basile, Collings, Hancock, Ramos & Rudisill
1/5-7	Basic Crime Scene Processing for Patrol & Detectives – Det. Sgt. Castrovinci
1/10-14	Crisis Intervention Training – P.O. Davis
1/31-2/2	Basic Sex Crimes Investigations – Det. Sgt. LaFantano & Det. Basile
TBD	Essential Skills Training – Miscellaneous Officers

Chief's Significant Meetings

12/27 PD COVID Meetings
12/27 New Hire Swearing-In
12/29 Emergency Management Planning Meeting
12/31 Emergency Management Planning Meeting
1/3 Emergency Management Planning Meeting
1/4 WCSU Testing Site Operational Meeting
1/4 Meeting w/Administrative Services Manager (Records)
1/5 Clerk/Typist Interviews -- Remote
1/5 Union/COVID Meeting
1/6 City Council Meeting
1/10 Patrol COVID Meeting
1/10 Commission on Racial & Ethnic Disparity in the Criminal Justice System
1/11 Emergency Management Planning
1/11 Fairfield County Chiefs of Police Meeting -- Remote
1/12 JRB Online Forum
1/12 Union/COVID Meeting
1/13 Clerk/Typist Interviews -- Remote
1/13 Emergency Management Planning
1/18 Detective Interviews
1/19 Testing for First Responders
1/19 Sergeant Interviews
1/20 Detective & Clerk/Typist Interviews

E-Commerce Trading Location -- no issues reported this month

Respectfully submitted,

Patrick A. Ridenhour
Chief of Police
PAR:mrl



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

Patrick A. Ridenhour, Chief
Department of Police
375 Main Street

Lt. Vincent P. Daniello
Community Services Division
(203) 797-4577

To: Patrick A. Ridenhour – Chief of Police

From: Vincent P. Daniello – Lieutenant

Re: Community Services Division - Activity Reports & Staffing Levels
December 15, 2021 – January 15, 2022

Date: January 20, 2022

Community Conditions Unit:

(Sgt. Antonelli, Officers S. Cameron, M. Morrill)
(-2 Officers)

-See attached report – **Sensitive Information** -
Community Affairs Unit: No officer assigned

(-1 Officer)

-No report attached

GTF/UNIT:

(P.O. K. Utter)

See attached report – **Sensitive Information**

City Center Liaison: No officer assigned

(-1 Officer)

-No report attached

Police Activities League:

(No police personnel assigned)

No Report

School Based Officers:

(P.O. S. O'Brien, P.O. M. Martinez, P.O. B. Hayes, P.O. R. Morlock,
P.O. M. Iaquinto)

*****Current Staffing Levels*****

1 Lieutenant
1 Sergeant
8 Patrol Officers (-4)



CITY OF DANBURY
DANBURY, CONNECTICUT 06810

Department of Police
375 Main Street

Date: January 17, 2022

MEMORANDUM

To: Chief Patrick Ridenhour

From: PO Melissa Morrill #582

Subject: **Police Cadet Monthly Activity Report- December 2021**

During the month of December, our cadet program has been very occupied with the rise of Covid-19. The police cadets have continued to assist with many vaccination jobs at **Rogers Park and The War Memorial**. At these jobs, the cadets assisted with traffic control and helped alongside the Health Department. On December 11th, the police cadets attended the **Youth Vaccine Clinic at The War Memorial** where they helped register the children getting vaccinated, handed out goodie bags, and were assigned at stations where the children were able to make crafts. Additionally, the cadets assisted with the testing site at **The Veterans Hall** on December 30th and 31st, where they had assisted with traffic control.



In addition to the many jobs and events that occurred throughout the month of December, The Danbury Police Department suffered the losses of Officer Katkocin and Sergeant Cooney. On December 5th and 6th, the police cadets attended Sergeant Cooney's wake and funeral where we paid our respects and condolences on behalf of the DPD. On December 12th we attended Officer Katkocin's wake where we also paid our respects and condolences to the family.



Throughout the month of December, our cadets have been getting into the Christmas spirit by starting with the **Light the Lights** event on December 4th at the Danbury Library. Here the police cadets assisted with traffic and crowd control. On December 2nd during the weekly meeting, a handful of cadets put up and decorated the Christmas trees in the lobby and community room at the DPD. On December 10th the police cadets held a **Holiday Party** where they played many games, danced, and ate plenty of food.

On Thursday, December 2nd, the first meeting of the month, the Danbury Police Cadet Field Training Officers (F.T.O.) finalized training for the 18 potential cassettes in the **Basic Entry Skills Training (B.E.S.T) program**. The potential cadets then completed the Final Exam on Thursday, December 9th. The 13 recruits that passed the exam then reviewed formations for their upcoming graduation. The Fall 2021 B.E.S.T. class came to an end when the future recruits became official cadets and graduated on Thursday, December 16th. We would like to congratulate all our newest cadets!



As the post heads into the new year, many new events and jobs are already in the works. Planning for **Station's Day 2022** has already begun, along with continuing to assist with **COVID Vaccine Clinics**. In addition, the Chief and Deputy Chiefs of the program have begun to work on multiple ways to improve the program in the ever-changing digital age and generation. New, exciting ways to educate cadets, improve morale, increase attendance, and ameliorate accountability are in the works to keep to post running efficiency and to help every single cadet get the most out of the program and set them up for an amazing future.



Respectfully submitted,

PO Melissa Morrill

PO Melissa Morrill #582
Police Explorer Advisor

Vida Caba

Vida Caba
Cadet First Class
Post Historian

Richard G. Bessel III

Richard Bessel III
Cadet Deputy Chief

2021 UNIFORM CRIME REPORT

CITY OF DANBURY

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Homicide	0	0	0	0	0	1	0	0	0	0	0	0	1
Forcible Rape	1	0	0	2	3	0	1	0	4	2	2	0	15
Robbery	1	0	3	3	4	1	6	0	5	2	2	0	27
Assault	1	2	2	1	5	1	1	1	1	3	1	13	32
Burglary	6	1	6	6	9	11	16	3	8	8	8	0	82
Theft	34	41	45	54	35	42	35	35	68	62	20	8	479
Motor Vehicle Theft	3	3	4	10	11	7	10	11	9	7	4	0	79
Arson	0	0	0	0	2	1	0	0	0	0	0	0	3
Totals	46	47	60	76	69	64	69	50	95	84	37	21	718

2020 UNIFORM CRIME REPORT

CITY OF DANBURY

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Homicide	0	0	1	0	0	1	1	0	0	1	0	0	4
Forcible Rape	0	0	2	0	0	0	0	0	0	0	0	0	2
Robbery	4	3	2	3	1	3	2	2	6	5	0	2	33
Assault	4	4	7	2	5	2	5	1	1	1	1	3	36
Burglary	6	7	7	3	4	3	6	4	2	8	5	5	60
Theft	60	53	38	25	23	44	50	31	41	63	42	34	504
Motor Vehicle Theft	3	3	3	7	2	11	8	5	3	12	2	3	62
Arson	1	1	0	0	0	0	0	0	0	0	0	0	2
Totals	78	71	60	40	35	64	72	43	53	90	50	47	703

*Please Note: UCR Stats are subject to change due to monthly crime modifications

2021 DANBURY POLICE DEPARTMENT STATISTICS CITY OF DANBURY

CALLS FOR SERVICE

2021

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Calls for Service	3,955	3,486	3,348	3,625	3,647	3,678	4,112	4,148	3,899	3,942	3,370	3,328	44,538

2020

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Calls for Service	3,667	3,542	3,275	3,858	4,301	4,149	4,471	4,697	3,577	3,849	3,609	3,350	46,345

TRAFFIC ACCIDENTS

2021

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Property Damage	225	305	246	235	294	326	310	294	320	324	339	350	3,566
Personal Injury	32	32	34	39	42	47	39	42	43	55	57	55	517
Total Traffic Accidents	257	335	280	274	336	373	349	336	363	379	396	405	4,083

2020

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Property Damage	354	281	204	121	179	211	225	305	256	275	273	287	2,971
Personal Injury	41	31	35	18	35	42	32	35	35	50	34	30	418
Total Traffic Accidents	395	312	239	139	214	253	257	340	291	325	307	317	3,389

TRAFFIC ENFORCEMENT

2021

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Verbal Warning	186	75	75	110	98	56	67	93	60	76	42	41	879
Written Warning	4	2	1	4	5	0	2	3	4	4	2	1	32
Moving Violation	102	105	146	404	149	72	313	287	164	178	82	40	2,042
Total Enforcement Action	192	182	222	518	252	128	382	383	228	258	126	82	2,953

2020

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	YTD
Verbal Warning	255	224	127	22	101	82	139	114	70	117	82	56	1,389
Written Warning	18	15	10	3	4	1	4	4	6	5	1	4	75
Moving Violation	197	173	101	2	35	35	411	383	116	119	119	32	1,723
Total Enforcement Action	470	412	238	27	140	118	554	501	192	241	202	92	3,187

*Traffic Enforcement Grant(s)



CITY OF DANBURY
OFFICE OF THE CORPORATION COUNSEL

155 DEER HILL AVENUE
 DANBURY, CONNECTICUT 06810
 (203) 797-4518 * FAX (203) 796-8043

January 18, 2022

Hon. Mayor Dean Esposito
 Hon. Members of the City Council
 155 Deer Hill Avenue
 Danbury, CT 06810

RE: The Grasso Companies, LLC - City of Danbury
 EXECUTIVE SESSION – Discussion of settlement

Dear Mayor and Council:

The above matter involved construction services rendered on behalf of the City of Danbury and a program of road improvements.

The parties in the matter have discussed, with a neutral mediation party, the outlines of a proposal to resolve the claim(s) and would like to present the proposal to you in Executive Session for review and consideration. Our litigation firm counsel will be present to present the proposal.

Kindly refer this matter to the end of your February agenda at which time by 2/3 motion, you may enter into Session for this purpose.

You may invite those individuals whom you wish to be present for this purpose. Once that Session is concluded, you motion out of Session and once reconvened in open session, may make such motion as is the wish of the Council to conclude the matter.

The Director of Finance will remit a certification of funding availability should such be determined after Council action.

Thank you for your consideration of this item, and please contact us with any questions.

Very truly yours,

Laszlo L. Pinter
 Managing Attorney and
 Deputy Corporation Counsel

“grassomatter”

cc: Antonio Iadarola, PE, Dir. Public Works/City Engineer
 Daniel E. Casagrande, Esq.
 V. DiGilio, City Council President